

## RENTAL AGREEMENT

No Gaps, LLC, dba BicknerNW DanceFloors ("BicknerNW") agrees to rent to Client the dance floor panels and accessories (collectively "the dance floor"), and provide the delivery and pickup services described in the Client's quote and/or invoice, to which this agreement is attached, on the following terms. Client accepts the terms of this agreement by tendering a deposit, other payment, or by taking delivery of the dance floor. The terms of this agreement shall control unless expressly modified in the quote and/or invoice.

**1. Ownership.** The dance floor is, and shall at all times remain the sole and exclusive property of BicknerNW and Bickner Dance Floors, a California sole proprietorship. This agreement only conveys to Client the right to use the dance floor as provided herein. Subleasing or subrenting the dance floor is prohibited, but this clause is not meant to prohibit event planners and venues from charging their clients for use of the dance floor during the event for which they rented it.

**2. Deposits, Payments, and Other Charges.** BicknerNW understands that flexibility may be needed for many reasons when it comes to deposits and payment terms. Clients should contact BicknerNW to negotiate mutually acceptable provisions. Absent negotiated terms agreed to in writing by BicknerNW, Client agrees to pay a \$50 deposit (refundable under certain circumstances, *infra*.) to reserve a dance floor and 100% of the invoiced amount at least 10 days prior to the delivery date. If an invoice has not been paid in full 7 days before the delivery date, BicknerNW will communicate with client and attempt to resolve the default. If a mutually acceptable arrangement cannot be reached to secure payment, BicknerNW may treat the failure to pay as a cancellation per Paragraph 3, *infra*, and BicknerNW shall have no obligation to deliver and install the dance floor. If payment is not made within 30 days after the delivery date, Client agrees that a 1.5% additional charge shall be added, and an additional 1.5% charge (on the entire bill, including delinquency charges) shall be added for each successive month of delinquency. Client agrees to pay all attorney's fees and other collection costs incurred by BicknerNW in enforcing any terms of this agreement against Client.

**3. Cancellations.** Client acknowledges that dance floors are often reserved months in advance and that as a result, cancellations can seriously impact the business of BicknerNW. Client agrees that cancellations must be made at least 30 days in advance of the scheduled delivery date to receive a full refund, including \$50 deposit. If Client cancels between 14 and 30 days in advance of the scheduled delivery date, Client shall receive a full refund minus the \$50 deposit. If Client cancels less than 14 days prior to the delivery date, Client's refund shall be limited to 50% of the total invoice amount. If Client is holding an unsheltered outdoor event, BicknerNW reserves the right to cancel the Client's reservation if there is any chance of rain for the day and location of the event and the Client does not provide shelter for the floor and ensure that drainage from the shelter will not run off under the shelter and damage the floor. If BicknerNW cancels for this reason, BicknerNW shall refund 100% of the invoiced charges. If there is no forecast of rain, but rain nevertheless occurs and the floor must be removed, Client shall pay the entire invoiced amount, and shall also cover the cost of any damage to the floor.

**4. Order Changes.** Client agrees to notify BicknerNW immediately of any changes to its order, especially to the delivery and pickup schedule. Time is of the essence in this agreement, as other Clients may be waiting to receive a dance floor. BicknerNW makes no guarantees that it will be able to accommodate change requests. Any schedule changes or extensions of the rental period must be agreed to in writing by BicknerNW. If requested changes are not feasible, Client and BicknerNW shall make every effort to devise a mutually satisfactory solution short of cancellation. If the solution results in additional costs to BicknerNW, Client agrees to pay those costs immediately. If the solution results in reduced service to Client, Client will still be responsible for paying the full quote or invoice amount, just as if Client had made no changes. If no solution is possible, the parties shall treat the change request as a cancellation under the preceding paragraph.

**5. Delivery, Installation, and Pickup.** Client agrees that it will ensure the venue is ready for dance floor delivery, installation, and pickup at the agreed upon delivery time by, for example, removing all obstacles from the installation area and from the path between the offloading area and the installation site. Client agrees to clearly mark all underground facilities and advise BicknerNW as to a safe path for its trucks and personnel to take to reach the loading area or installation site. BicknerNW shall not be liable for any damage to underground facilities. BicknerNW makes every effort to preserve the surface over which the dance floor is installed, or over which BicknerNW must transport the dance floor, and invites Clients to advise on appropriate precautions for unusual surfaces. However, Client agrees BicknerNW shall not be held liable for damage caused to any surface over which the dance floor is installed or transported. If events occur beyond BicknerNW's control that delay our ability to deliver, install, or pick up a dance floor, Client shall immediately compensate BicknerNW for the delay at a rate of \$50/hour/crew member, with partial hours rounded up to the next full hour.

**6. Use.** Client takes full responsibility for obtaining any required permits and complying with all applicable safety regulations related to the use of the dance floor. Client acknowledges and agrees the dance floor is only to be used for dancing by persons wearing shoes with no metal parts in the soles. It is not to be used for any other purpose, including but not limited to, tap dancing, barefoot dancing, roller skating, gymnastics, etc. If Client uses the dance floor for any other purpose, Client agrees that BicknerNW shall not be liable for any resulting harm or injuries. Notwithstanding the foregoing, nothing in this agreement shall be construed to restrict use of the dance floor to able bodied persons, or to prohibit the use of the dance floor by those with disabilities, including necessary mobility devices. Client agrees not to modify the dance floor in any way or affix any objects to the dance floor, including without limitation, nails, screws, staples, tapes, adhesives, banners, signs. The dance floor shall not be disassembled or moved except by employees of BicknerNW. BicknerNW shall have the right to enter and inspect the venue where its dance floor is being used in order to inspect it, ensure it is being used properly, or remove it if it is being misused or damaged. In no event shall BicknerNW be responsible for and injury or other damages, including consequential damages, resulting from the misuse of the dance floor.

**7. Inspection by Client.** BicknerNW makes every effort to provide a high quality product. By accepting delivery of the dance floor, Client acknowledges that it has had the opportunity to inspect the dance floor and agrees that the dance floor is in good condition and fit for the Client's intended purpose. In the case of outdoor dance floors, Client acknowledges that dance floors installed on uneven ground may have gaps of up to 6 inches between the ground and the edge of the dance floor that could present a tripping hazard. Client shall notify their guests of the need for caution when approaching and stepping onto the dance floor, and Client assumes all risk of harm caused by their choice to have a dance floor installed on uneven ground, and agrees to defend, indemnify, and hold harmless BicknerNW for any harm cause thereby, pursuant to section 10, below. Client shall promptly notify BicknerNW of any defects found during inspection, or at any other time during use of the dance floor. Upon notification that one or more dance floor panels are not in good working order, BicknerNW will either replace the unusable panels or provide Client with a pro rata partial refund and remove the unusable panels, at BicknerNW's discretion. Client has a continuing obligation under this agreement to monitor the condition of the dance floor. If a dance floor becomes unsafe or damaged during use, Client shall immediately stop using the dance floor and shall immediately notify BicknerNW. BicknerNW will make the dance floor useable again within a reasonable period of time, replace the portions of the dance floor than are unsafe or damaged, or provide Client with a pro rata partial refund and remove the unusable panels, at BicknerNW's discretion. In no event shall BicknerNW be responsible for any injury or damages, including consequential damages, resulting from the failure of the dance floor, or especially from Client's failure to monitor the condition of the dance floor.

**8. Warranties.** BicknerNW makes every effort to provide a high quality product. Notwithstanding the foregoing paragraph, however, BicknerNW disclaims all warranties of fitness or merchantability, whether express or implied, and Client expressly waives all such warranties. The dance floor is not warranted to be free from obvious or hidden defects or to be suitable for the Client's intended use, and Client expressly waives all claims based on such warranties. In no event shall BicknerNW's liability exceed the invoiced cost of the dance floor.

**9. Disclaimer.** BicknerNW expressly disclaims liability for any asserted injury resulting from an action brought in contract, tort or under any other theory of law and in no case shall damages found by any court, mediator or arbitrator exceed the invoiced cost of the dance floor. In addition, the Parties agree that Bickner shall not be held liable for any consequential damages.

**10. Indemnification.** Client shall defend, indemnify, and hold harmless BicknerNW, its employees, agents, and assigns from all claims, liabilities, losses, damages, and expenses (including attorneys' fees paid by BicknerNW) resulting from the actions, whether negligent, reckless or otherwise, of Client, its employees, agents, assigns, subcontractors, or attendees of the activity or event for which dance floor was rented. If possible, Client shall have BicknerNW named as an additional insured on any insurance policy covering the event, or on the venue's insurance policy.

**11. Damage to or loss of Dance Floor.** Client shall be responsible for all damage to the dance floor (other than ordinary wear) during the rental period. **Dance floors are damaged by water.** If Client orders an outdoor dance floor, Client assumes the responsibility of protecting it from the weather by erecting an appropriate shelter and ensuring that runoff from the shelter will not flow back under the shelter and damage the floor. If Client chooses not to tent the floor, Client acknowledges that it is taking the risk that precipitation will occur, even if none is forecast. If precipitation does occur, Client shall immediately stop using and protect the dance floor, notify BicknerNW, and allow BicknerNW to enter and remove the dance floor. Client shall be liable both for the quoted or invoiced charges and for any water damage to the floor. Client assumes full responsibility for returning the dance floor. If a dance floor is lost or stolen, Client shall immediately pay BicknerNW the entire cost of replacing the stolen floor panels. If Client cannot locate the dance floor within 5 business days, it shall be conclusively presumed lost or stolen under this paragraph.

**12. Integration and Waiver.** This is an integrated agreement. There are no other oral or other agreements between the parties pertaining to this rental. Modifications to this agreement shall only be valid if in writing. No terms of this agreement may be waived, except in writing, which may be electronic.

**13. Choice of law and venue.** This agreement shall be governed by the laws of the state of Washington and venue shall be proper only in King County, notwithstanding any conflict of laws provisions that may be asserted by any party or by any state or federal court.