

LEASE AGREEMENT

TERMS AND CONDITIONS

TENT-TECH ("Lessor") hereby agrees to lease to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement.

TITLE AND OWNERSHIP

1. The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of installation without the express written permission of Lessor.

WEATHER RELATED RISKS

2. Lessee assumes all weather related risks involved in holding an outdoor event. Lessor will endeavor to minimize said risk, however, should the unit become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessors control, Lessee shall still be liable for payment in full of all charges.

RISK OF LOSS OR DAMAGE

3. Lessee shall assume all risk of loss or damage to the equipment while it is in his possession. Should any such loss or damage occur, the Lessee shall pay to the Lessor an amount equal to the repair or replacement cost at the option of the Lessor. Notwithstanding damage or loss of the equipment, the Lessee shall have the obligation to pay rent for the agreed period. Lessor shall assume responsibility for all loss or damage to Lessor's property caused by wind, rain, fire, flooding, or any other disturbance of nature.

SECURITY

4. Lessee agrees to employ a competent watchman on the premises upon which the Lessors equipment is located to prevent fire, theft, or other depreddations to said property from the first day of installation, up to and including the last day the equipment is removed, Although the responsibility for the above mentioned is not altered, a watchman is not required for tents erected on a private residence that is enclosed.

INDEMNITY

5. Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors, and assigns from and against all losses, damages, injuries, claims, demands and expenses of whatsoever nature arising out of the use, condition, or operation of the leased equipment during the terms of this agreement. Lessee shall assume the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue with full force and effect notwithstanding the termination of this agreement whether by expiration of time, by operation of law, or otherwise.

WAIVER OF LIABILITY

6. Although Lessor will endeavor to use its best efforts at all times to minimize the danger of damage to Lessee's property from the installation of or use of the equipment, Lessee assumes the risk of such damage and expressly releases lessor from liability for any such damage which may occur, including underground obstructions such as, but not limited to sprinkler systems, gas lines, oil lines, power lines, etc... Lessee shall provide to Lessor a detailed diagram of all underground systems when applicable.

MODIFICATION OF AGREEMENT

7. In the event that the Lessee changes any of the arrangements relating to the services to be performed or to equipment to be leased, Lessor shall have the right to add or subtract such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional equipment, service, or servicemen, (or shall receive credit for any reduction there-of) at Lessor's customary charge therefore. Any last minute additions are subject to the availability of both equipment and labor.

PAYMENT

8. Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or are chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid when due, an amount equal to 1 ½ % (18% annually) of the outstanding balance due shall be charged every month thereafter until final payment is made by Lessee. In the event that Lessee has directed that the leased charges hereunder be billed to another person or organization within the terms specified, Lessee shall promptly upon receiving notice of non-payment, pay such lease charges and such additional charge as may be added to the outstanding balance pursuant to the terms hereof. Lessee further agrees to pay and to be responsible for any and all costs, disbursements, and attorneys fees incurred in any action to collect any debt pursuant to this agreement.

PREPARATION OF SITE

9. Lessee agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Lessors work crews. Lessee further agrees to have all tents cleared for removal prior to our arrival. All non-leased equipment and decorations shall be cleared and taken from site. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rent, and all costs including collection and legal expense.

INSPECTION BY LESSOR

10. Lessor shall at all times, after prompt and reasonable notice to Lessee, have the right to enter any premises where the equipment may be located for purposes of inspecting it, or observing its use, or removing it from Lessee's premises.

ALTERATIONS

11. Lessee shall make no alterations whatsoever in the leased equipment without having obtained prior written permission of Lessor.

DEFAULT

12. The occurrence of any of the following events shall, at the option of Lessor, terminate this lease and Lessee's right to possession of the property leased: (a) The non-payment by Lessee of the deposit required hereunder to be paid by Lessee: (b) The noncompliance by Lessee with any other term, covenant, or condition of this lease which is not cured within a reasonable time after notice thereof from Lessor: (c) Should any execution or other writ or process of law be issued in any action against the Lessee, whereby the said equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement of composition with creditor, or if Lessor shall deem itself insecure.

MATERIAL

13. All tents are subject to stretching and retracting of up to 3% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof.

PERMITS AND LICENSES

14. Lessee shall, at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents that may be required.

SUSPENSION OF LESSOR'S AGREEMENT

15. Lessor's obligations hereunder shall be suspended to the extent Lessor is hindered or prevented from complying therewith because of labor disturbance, including strikes and lockouts, acts of God, fires, storms, accidents, government regulations, or interferences of any kind, for any cause whatsoever beyond the control of Lessor.

ENTIRE AGREEMENT: SEVERABILITY

16. This agreement embodies the entire agreement of the parties. It may not be modified or terminated except by other written agreement of the parties. If any provision herein is declared invalid it shall be considered deleted from this lease and shall not invalidate its remaining provisions hereof.