

# BLEACHERS INTERNATIONAL

P.O. Box 718 / Strasburg, CO 80136 / Phone (303) 622-9506 Fax (303) 622-9524  
E-Mail: [sales@getseating.com](mailto:sales@getseating.com) / Website: [www.getseating.com](http://www.getseating.com)

## RENTAL EQUIPMENT CONTRACT

Date: \_\_\_\_\_

Contract #: \_\_\_\_\_

**LESSOR:** Bleachers International, Inc.  
P.O. Box 718 – 1422 Monroe Street  
Strasburg, Colorado 80136-0718

**LESSEE:** \_\_\_\_\_  
**CONTACT:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Event:** \_\_\_\_\_  
Event Site: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

The equipment listed below will be rented to Lessee on the following dates: **from** \_\_\_\_\_ **to** \_\_\_\_\_.  
Set-up shall commence on \_\_\_\_\_. Take-down of the equipment shall occur \_\_\_\_\_. Prices  
quoted are in U.S. Dollars and based on today's aluminum per pound price. **SITE PREPARATION IS THE  
RESPONSIBILITY OF THE LESSEE. BLEACHERS INTERNATIONAL FRAMES REQUIRE  
FULL BEARING ON THEIR BOTTOM SURFACE. THE SURFACE WHERE THE BLEACHERS  
REST MUST BE FLAT AND LEVEL WITHOUT SLOPES OR RISES FRONT TO BACK AND SIDE  
TO SIDE. THE SURFACE MUST BE STABLE AND CAPABLE OF SUPPORTING 1,500 POUNDS  
PER SQUARE FOOT SO THAT THE FRAMES WHEN LOADED WILL NOT SETTLE MORE  
THAN ¼" VERTICALLY.**

**STATE, LOCAL TAXES, BONDS AND PERMITS ARE EXCLUDED. This contract is  
offered exclusive of local and state taxes payable in the applicable jurisdiction. In accepting  
this contract, the purchaser agrees to: 1) provide a current tax exempt certificate recognized  
in the applicable jurisdiction, or 2) approve an increase to the purchase price equal to the  
amount of the state and local taxes payable in applicable jurisdiction. Proof of Liability  
Insurance will be provided at no cost. If required, there will be an additional cost per insured  
to be named as an additional insured. This additional cost is to be included with payment #1.**

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## RENTAL DESCRIPTION

Item	QTY	Picnic Table Description	Unit Price (Us dollars)	
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

**TOTAL COST\* \$ \_\_\_\_\_**

“\_\_\_\_\_” to be listed as additional insured

We are proposing the above pricing per table to secure a 3 year contract as long as the price for diesel does not exceed the gas price of \$3.08.

Contract is to secure tables for the lessee “\_\_\_\_\_” for the next 3 years.

**\*Additional charges may apply for additional engineering costs related to permits and/or inspections required by regulatory agencies having jurisdiction wherein the bleachers are installed.**

FOR RENTAL ONLY – NOT FOR RESALE  
 ALL EQUIPMENT REMAINS THE PROPERTY OF  
 Bleachers International, Inc., LESSOR

### CONDITIONS UNDER WHICH EQUIPMENT IS RENTED

1. Payment: The Lessee agrees to pay the Lessor per the following schedule:

**PAYMENT in FULL: \$ \_\_\_\_\_ on \_\_\_\_\_**

In addition, it is understood:

a) That no equipment can be reserved prior to receipt of a binding contract.

2. In the event that rain, snow, or weather does not permit the event for which the equipment is leased to occur on the scheduled days, the parties mutually agree that Lessee may retain said equipment until \_\_\_\_\_(for a period of one week from the ending date previously set forth unless otherwise specified herein), for a cost of \$ \_\_\_\_\_ (one-half of the total lease charge unless otherwise specified herein) to be paid at the commencement/conclusion/time (select one) of the originally scheduled event, if lessee has paid all monies agreed to be paid in paragraph one of the Rental Equipment Contract. In the event that the event for which the equipment is leased does not occur for reasons set forth herein, Lessee shall provide Lessor with reasonable and prompt notice by telephone call and facsimile and shall cooperate with Lessor in reasonably accommodating other equipment

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lease needs of Lessor that may be affected by the extension of the lease term as set forth herein. Except as otherwise set forth in this paragraph, in the event that Lessee refuses to provide Lessor with access to and possession of the leased equipment upon the completion of the term of lease by Lessee, Lessee shall be assessed a per diem rental fee in the amount of the average per diem rent agreed to be paid in paragraph one of this Rental Equipment Contract, with said per diem hold over rent to be determined by dividing the total number of days that the event for which the equipment is being leased is open to the public into the total lease charge set forth in paragraph one. In addition, Lessee shall be responsible for payment of additional expenses, including, but not limited to, labor and transportation cost, incurred by Lessor as a result of the refusal of Lessee to timely release the leased equipment to Lessor.

3. Lessee assumes all responsibility for equipment while out of possession of Lessor and promises to return such equipment to Lessor in good condition as it was at the effective date of the lease, natural wear from use excepted. Lessee shall inspect all leased equipment promptly after Set-up, before commencement of the event for which the equipment is leased, and shall promptly notify Lessor of defects and non-compliant conditions before commencement of said event. Lessee shall be liable for any losses due to theft, damage or destruction of leased property. Upon Take-down, equipment will be checked for shortages and condition. Lessor agrees to indemnify and hold Lessee harmless from any loss or claim resulting from Lessor's negligence during Set-up and Take-down of the equipment or as a result of the method of Set-up or from any defect in the design or construction of the bleachers.
4. In the event that any person or entity, including Lessee, claims that Lessor is liable for loss or damages as a result of Lessor's negligence, for defect in design or construction of the bleachers, or for any other reason, Lessor shall have the right to prompt and reasonable written notice of any alleged defect, claim, loss and/or damages as soon as it is known or reasonably should have been known by Lessee and Lessor shall be entitled to cure any claim, defect, loss or damage as soon as reasonably possible, giving due consideration to the location of the business of Lessor, to eliminate or minimize loss, liability, or damages. Failure of Lessee to give prompt and reasonable written notice and reasonable opportunities to cure set forth herein shall be used as a complete defense to claims for loss, damage, or defect.
5. Bleachers International, Inc. must be notified in writing of any accident or possible claim within 24 hours of an accident. The notification will state the exact location of the incident, complete details of the happening, the person involved (name, address, and phone number) and will state whether that person or persons showed any effects of having taken alcoholic beverages or drugs and his answer to the question: "Have you taken any alcoholic beverage and/or drugs within the last three hours?" A claimant must also provide a list of any medications being taken at the time of the accident. All documents generated or received by Lessee or their claims representative or attorney concerning this claim will be provided to Bleachers International, Inc., or its representative upon request.
6. All equipment lost or damaged beyond repair will be paid for by the Lessee at four and one half (4.5) times the rental amount. All damaged equipment which can be repaired by the Lessor upon return thereof, shall be paid by the Lessee in an amount not to exceed four (4) times the rental rate. Accrued rent cannot be applied against the purchase or repair price of the equipment. All transportation shall be borne by the Lessor.

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7. Any legal fees or related costs incurred in collection of deposits, loss or collection of rental income, repair, replacement costs, and /or defense claims shall be borne by the Lessee. Interest charged on any unpaid balance shall be the maximum amount allowable by law.
8. This contract price includes all transportation of equipment, labor involved in Set-up and Take-down, and \$1,000,000.00 in liability insurance (a copy of which can be provided to Lessee upon request). Installation prices are at non-union labor rates. The quote will require modification if union labor or prevailing wage rates are necessary. Bleachers International, Inc., is a non-union company and this contract is based on non-union wages. If union or other higher labor is required, Lessee will be billed the difference between \$6.00 per hour and the higher wage.
9. If Lessee requests any additional insurance or wishes to be listed as an additional insured, there will be an additional cost per insured added to the contract and shall be paid in advance by Lessee prior to securing said additional insurance. Lessee is responsible for all taxes and fees charged by local or state governments, including building permits and sales taxes. All equipment remains the property of Bleachers International, Inc., and cannot be used as collateral or security of any sort. Lessee will allow Bleachers International Inc., staff or representatives free access to inspect bleachers at any time. This shall include all gate admissions and parking fees under the control of the Lessee, along with proper credentials for the areas for the bleachers. Lessee will allow Bleachers International, Inc., said free access at any time for the Set-up and Take-down.
10. Bleachers International, Inc., will place bleachers at the specific locations designated and marked by Lessee with approval of Bleachers International, Inc., and placed behind barricades and fencing determined adequate by local authorities, if necessary, to protect patrons from injury and bleachers from damage. If no area is designated/marked, Bleachers International, Inc., will choose at its discretion the best possible location. Bleachers International, Inc., will not be responsible or liable for the selection or use of the location of the equipment. Any changes from this location will be at the expense of the Lessee.
11. The only fencing provided by Bleachers International, Inc., is fencing on the guard rails of the bleachers. Unless noted in this contract, no numbering will be provided on the bleachers. Some or all of the bleachers might have some numbering on them, but in no particular order. Unless noted, Bleachers International, Inc., does not remove objects or alter landscaping in order to install its bleachers.
12. There are no representatives, obligations, remedies, or rights except as expressed in this contract, which sets forth the entire agreement of the parties. This contract cannot be modified except by writing of both parties executed with the same formality as this contract. Any changes 20 days or less before an event will result in additional charges that must be paid to Lessor before changes made.
13. It is understood that for accounting purposes, the billing shall be divided in the following manner: 50% equipment rental, 30% labor, and 20% freight.
14. The parties stipulate and agree that this contract shall be governed by the laws of the State of Colorado and that venue shall be in the state court in which Strasburg, Colorado is located.

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15. The parties mutually agree that this is a commercial contract, not a consumer contract, and that each party has had an opportunity to consult with independent legal counsel prior to the execution of this contract.
16. It is understood and agreed by the parties hereto that the relationship between Lessor and Lessee is exclusively one of Lessor and Lessee and that the parties are not employees, agents, partners, joint ventures, or associates of the other in the operation of any business of the other, including businesses described herein, or in the management, use, or occupancy of property described herein unless specifically described herein.
17. The representative of Lessee represents and warrants that he/she is authorized to execute this contract on behalf of Lessee and that he/she will personally guarantee performance of this contract and properly executed amendments thereto.
18. This contract shall extend to and be binding upon the successors, predecessors, subsidiaries, parent companies/organizations, heir, executors, administrators, and assigns of the respected parties.
19. Bleachers International, Inc.'s maximum liability to Lessee for any cause whatsoever will be for direct damages only, and will in any event be limited to the sum total of monies paid by Lessee to Bleachers International, Inc. under this contract. In no event will Bleachers International, Inc. be liable for any lost profits or any incidental or consequential damages. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action.
20. If any provision of this contract is determined to be invalid, illegal or unenforceable, such provision shall not affect the legality, validity or enforceability of the remaining terms and conditions of this Contract.
21. Lessor and Lessee, their affiliates and their respective officers, agents or employees, hereby waive all rights of recovery under subrogation, because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage. Such waiver of subrogation shall be effective as to any individual or entity (ii) even if such individual or entity would otherwise have a duty of indemnification, contractual or otherwise, (ii) even if such individual or entity did not pay the insurance premium directly or indirectly, and (iii) whether or not such individual or entity has an insurable interest in the property damaged.

**The parties hereby acknowledge and agree to the terms and conditions of this contract, each in consideration for the promises and agreements of the other party.**

\_\_\_\_\_  
(Lessee)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Date)

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(Print Name and Title)

For: Bleachers International, Inc.

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(Signature)

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(Date)

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(Print Name and Title)

\_\_\_\_\_ Initials