

TERMS AND CONDITIONS

THIS AGREEMENT IS FOR THE RENTAL OF THE EQUIPMENT AND ITEMS SHOWN ON THE OTHER SIDE OF THE PAGE, INCLUDING ALL PARTS OF AND ACCESSORIES TO SUCH EQUIPMENT AND ITEMS FURTHER DESCRIBED AS ("EQUIPMENT").

1. **Reservations.** Quotes and proposals do not guarantee availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract and a 50% deposit. Final payment is due 7 days of receipt of equipment. All reserved equipment is subject to a 50% cancellation fee within fourteen (14) days of event. Credit customers will have net ten (10) day terms.
2. **Rental Period.** Unless otherwise specified, rental is for a one day period. No allowance will be made for Sundays, holidays, or time in transit, not for any period of time the Equipment may not be in actual use while in Lessee's possession. Lessor may terminate rental at any time by written notice to Lessee and/or by retaking the Equipment.
3. **Responsibility for Loss:** Lessee will be responsible for all loss or damage from time of receipt of equipment by Lessee through time of pick-up or receipt of equipment by Lessor. Please make certain that all equipment is secured when not in use and protected from the weather.
4. **Equipment Count:** Lessee is responsible for counting all equipment items at scheduled deliver time, scheduled pick-up time, and drop off time (or Lessor's count will be deemed accurate).
5. If Lessor will deliver and pick up the Equipment, the following paragraphs shall apply:
 1. **Delivery and Pickup:** Delivery service is available on all orders regardless of size, 7 days a week. All fees are based on tailgate delivery and charged by geographic location. Additional delivery charges will occur for 2nd floor or higher delivery locations, excessive distance for loading and unloading trucks. **Delivery fees quoted may change after site inspection.** All items will be delivered and picked up at a designated location. The client should be available to count all items upon delivery and pick up, otherwise, the counts will be considered accurate. Orders are typically delivered same or 1 day in advance of your event while pickups occur same or next day following your event. We try our best to work with you to deliver and pickup rentals at a mutually convenient time to both parties. **Responsibility for equipment remains with the client from the time of delivery to the time of pickup.** Please make certain that all equipment is secured when not in use and protected from the weather.
 2. **Site Preparation:** Lessee must be sure that the site is ready (i.e., lawns mowed, vehicles out of the way, etc.) before crew arrives. Lessee must inform Lessor of the existence of any underground utilities (i.e., phone or gas lines, septic system, etc.) or conditions that may interfere with the ability to stake and/or anchor equipment. Lessee assumes all responsibility for all damage to underground equipment in absence of such notice.
 3. **Preparation for Pickup:** All floral arrangements, trash, and decorations of any kind must be removed by Lessee before scheduled pickup time. All chairs and tables must be stacked as delivered. All dishes, glassware, and cooking equipment must be returned to proper rack or container and assembled at a single location for pickup. Dishes, glasses, and flatware must be well rinsed and food and particle-free. Stoves, ovens, and grills must be returned clean. Linens should also be food and particle-free and be shaken out and put into laundry bags provided. Linens that are returned with burns, holes, tears, or are permanently stained will be billed to Lessee at replacement cost.
 4. **Condition of Equipment:** Equipment must be returned in the same condition as originally provided by Lessor, otherwise Lessee will be liable for damages.
6. If Lessee will pick up and return the Equipment, the following paragraphs shall apply:
 1. **Return of Equipment:** At the termination of this Agreement, Lessee shall return all of the Equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when provided to Lessee, subject only to reasonable wear and tear. All chairs and tables must be stacked as provided. All dishes, glassware, and cooking equipment must be returned to proper rack or container as provided. Dishes, glasses, and flatware must be food and particle-free. Stoves, ovens, and grills must be returned clean. Linens should also be food and particle-free and be shaken out and put into garbage bags.. Linens that are returned with burns, holes, tears, or are permanently stained will be billed to Lessee at replacement cost. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours.
7. **Permits:** It is the responsibility of the Lessee to confirm permit requirements by checking with your Building Permits and Fire Departments prior to the installation date.
8. **Use of Equipment:** Any use of the Equipment will be deemed as acceptance of such Equipment by Lessee. Lessee shall not abuse, harm, or improperly use the Equipment and shall possess and use it in conformance with all applicable laws and regulations.
9. **Weather:** Lessee understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tents are erected. People must leave the tents and not seek shelter in tents during such conditions. It is best to evacuate when in doubt. Lessee understands that it is Lessee's responsibility to be aware of changing weather conditions and to exercise best judgment with regard to the evacuation of tents. Lessee agrees that in the event of a predicted or actual storm or excessive winds, Lessor may dismantle any equipment that has been previously installed to ensure safety of all involved.
10. **Disclaimer of Warranties and Waiver of Damages:** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Lessee's sole remedy for any failure of or defect in the Equipment will be the termination of the rental charges at the time of failure.
11. **Indemnity and Hold Harmless Agreement for Personal Injuries and Injuries of Third Parties:** Lessee shall indemnify, protect, and hold harmless Lessor, it's agents, affiliates, officers, employees, and subsidiaries from and against any and all claims, demands, causes of action, costs, attorneys fees, or other liabilities (including Lessor's negligence) for damages to property and for injury or death to persons which may arise out of or be connected with any of Lessor's negligent acts, procedures, uses, maintenance procedures, operations, handling, storage, erection, assembly, or disassembly, servicing or transportation of equipment or any other acts related to rental equipment provided to Lessee. Except for intentional wrongdoing or gross negligence on the part of the Lessor, or any of its agent or employees, Lessee shall also, to the fullest extent permitted by law, indemnify, protect, and hold harmless Lessor from and against any and all claims, demands, causes of action, costs, attorneys fees, or other liabilities (including Lessor's negligence) arising from any death, accident, injury, or other occurrence, caused by the negligence of Lessor or Lessee's use or possession of the rented equipment; and, arising from any interruption, discontinuance, or interference with Lessees or third parties' service or business interest which may be occasioned or which may be claimed to have been occasioned by any action of Lessor pursuant to or consistent with this Agreement. Lessee shall provide legal defense, including attorneys fees and costs, for any and all lawsuits, causes of actions, claims, mediation, arbitrations, or other proceedings brought by third parties and agrees to pay and satisfy any legal obligation incurred by Lessor and resulting from such lawsuit or proceedings. This indemnification agreement by Lessee in favor of Lessor shall provide Lessor with full and complete indemnification, including defense of any suits, actions, or other legal proceedings, resulting from and claims for damages to property and injury or death to persons and shall apply to all claims, demands, suits, and judgments of whatever nature which may be made or assessed against Lessor for furnishing rented equipment or service under the terms of this Agreement or any other thing done or omitted in conjunction with Lessor's dealings with Lessee.
12. **Damage Waiver:** Damage waiver is a non-refundable, 10% charge added to all rental contracts. It covers accidental damage from normal usage. Damage waiver does not cover loss or negligence. Lessor will limit its right to recover from Lessee the amount of damage to the rented equipment.

