



Client _____

Order _____

To ensure excellence in the delivery and set-up of your rental order, EventRents will review the duties of the Rental Company and Client with you. It is important to read the entire contract to understand all rights and responsibilities to support the successful execution of your event logistics, and to be prepared in the event that your event is affected by circumstances outside of our control. Important points are highlighted below:

Rental Fees

I understand that rental fees are charged based on time out, not whether the equipment is used, or not used, by me.

Delivery & Pick-Up

I understand that delivery times are not guaranteed due to unscheduled delays outside EventRents' control from traffic, weather and previous clients on the delivery route. I understand that I need to have a representative count-in and count-out my rentals at delivery and pick-up and I choose to:

_____ Count-in/out my rentals with the driver. My representative is expected to be _____

_____ Omit count-in/out, accept delivery and waive the right to dispute counts after event start.

Site Preparation

I understand that my site must be clear and ready for EventRents' delivery. EventRents is not responsible for incidental damage to items in the set-up area. Delivery inside buildings is at my risk and incurs added labor charges.

On-Site Instructions

I understand that I am responsible for any services or equipment ordered by others in my party.

Weather

I understand that rain or wind may change my set-up costs. I understand that severe weather may require me to relocate my event at my cost. In the event of rain, I understand that I must prevent the equipment, particularly dance floors and wood products, from getting wet until pick-up is complete.

Tents & Canopies

I understand that proper and safe installation of tents requires ground anchoring. In adverse weather, inadequate anchoring could result in damage to persons and property. When ground anchors are not used, I understand that I will be responsible for any claims which may occur if wind or weather cause the tent to collapse or be blown into any person or property.

Care Instructions

I will read and follow the care instructions delivered with linens and other equipment.

Missing Equipment & Late Return

I understand that I am responsible for missing and damaged equipment, and that I have many people at my event that may move or handle the equipment. If I leave the equipment in an unsecured location, I acknowledge that I am placing the equipment at risk. I understand that items misplaced at my event, or otherwise not made available for pick-up and are returned late, are subject to additional rental charges when returned.

Deposits & Cancellation

I have read and understand the cancellation policy, and will provide an appropriate security deposit.

I will read all the terms and conditions of our agreement. My signature at the bottom of the agreement indicates my understanding and acceptance of the terms.

Initials _____

Rev. 1101

EventRents Inc. Rental Agreement Terms and Conditions

DEFINITIONS: For the purpose of this agreement,

“CLIENT” means the person responsible for paying for the rental, regardless of the involvement of CLIENT’s AGENT in the ordering, receiving, use or other handling of the goods. “RENTAL COMPANY” means EventRents Inc.

“CLIENT’S AGENT” means any third party working for or representing the client, including but not limited to the CLIENT’S FAMILY, EMPLOYEES, EVENT PLANNERS, HOTEL/MOTEL REPRESENTATIVES and VENDORS including but not limited to CATERERS, LIGHTING COMPANIES, FLORISTS; and the AGENT’S EMPLOYEES.

“Rent”, “Rental” or “Lease” means having the use and/or possession of the rental goods for the specified rental period.

“Goods” means any items, including equipment and supplies, provided by the RENTAL COMPANY to the CLIENT or the CLIENT’S AGENT pursuant to this agreement.

“Equipment” means rental goods, tents and accessories, including lights, fans, heaters, staging, and dance floor, which are listed on the face of the tent rental agreement.

RENTAL COMPANY hereby agrees to rent to the CLIENT, and CLIENT agrees to rent from the RENTAL COMPANY, the services, material and equipment described on the attached schedules to this agreement (hereafter called “equipment”) in accordance with the following terms and conditions:

1. *Title And Ownership.* The leased equipment shall at all times be and remain the sole exclusive property of the RENTAL COMPANY. CLIENT shall have only the right to use the equipment in accordance with the terms of this agreement. RENTAL COMPANY shall have the right to display notice of equipment ownership by an identifying stencil, plate or other marking. CLIENT agrees that it will not remove or cover such markings without written permission of RENTAL COMPANY. It is expressly intended and agreed that equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from place of delivery or installation without the expressed written permission of the RENTAL COMPANY.
2. *Inspection by Rental Company.* RENTAL COMPANY shall at all times have the right to enter any premises where the Equipment may be located for the purpose of inspecting it, observing its use, or removing it from CLIENT’S premise.
3. *Inspection by Client.* CLIENT acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition. CLIENT understands its proper use. CLIENT further acknowledges CLIENT responsibility to inspect the equipment prior to its use and to notify RENTAL COMPANY of any defects in the specific lot supplied.
4. *Supply of Competent Operators.* CLIENT agrees that accessories and other equipment shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators.
5. *Replacement of Malfunctioning Equipment.* If the equipment becomes unsafe or in disrepair for any reason, CLIENT agrees to discontinue its use and to notify RENTAL COMPANY. RENTAL COMPANY will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use. RENTAL COMPANY is not responsible for any incidental or consequential damages caused by delays or otherwise, and CLIENT hereby waives any right or entitlement thereto.
6. *Warranties.* RENTAL COMPANY is not the manufacturer of the rented property, nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and CLIENT expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability of fitness, either express or implied. There is no warranty that the equipment is suited for customer’s intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
7. *Assignments, Subleases And Loans Of Equipment.* The RENTAL COMPANY may assign its rights under this contract without the CLIENT’S consent, but will remain bound by all obligations herein. The CLIENT may not sublease or loan the equipment without the RENTAL COMPANY’S written permission. Any purported assignment by the CLIENT is void.
8. *Time Of Return.* Time is of the essence in this agreement. CLIENT’S right of possession terminates on the expiration of the rental period. CLIENT will not retain the rental property beyond the return/pick-up time without prior notice to and written consent of the RENTAL COMPANY. Retention of possession after this time constitutes a material breach of CLIENT’S obligations under this contract. CLIENT agrees to pay the daily rental rates for retaining any rental equipment beyond the due-in/pick-up date.

9. Return Of Equipment. At the termination of this agreement, CLIENT shall return the rented equipment and all its parts and attachments to RENTAL COMPANY's premises during business hours, in the condition and repair as when delivered to CLIENT. If RENTAL COMPANY has agreed to deliver the Equipment to CLIENT or to pick up the Equipment from CLIENT, CLIENT shall be responsible for all losses to the Equipment and its attachments from time of delivery to CLIENT and until picked up by RENTAL COMPANY. RENTAL COMPANY at its sole discretion may report the rental property stolen if held five (5) days beyond pick-up date.
10. Theft Of Equipment. The CLIENT agrees to pay for equipment at its replacement cost for all types of theft or mysterious disappearance. Damage Protection Plan does not cover theft.
11. Dirty or Damaged Equipment. CLIENT agrees to pay for any damage to rented equipment and its attachments regardless of cause, except reasonable wear and tear, while equipment is out of possession of RENTAL COMPANY. CLIENT also agrees to pay reasonable cleaning charges for all equipment returned dirty. CLIENT will pay for Rental Equipment damaged beyond repair at its current Replacement Cost. The cost of repairs will be borne by the CLIENT, whether performed by RENTAL COMPANY, or at the RENTAL COMPANY's option, by others.
12. Cleaning. China, Glassware, and Flatware must be returned wiped or rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be on BBQ Grills and other Cooking Equipment.
13. Linens. Table linens are inspected prior to pick up and upon return. RETURN ALL LINENS DRY AND FREE OF WASTE. DO NOT ROLL UP OR PLACE WET LINEN IN ANY BAG- mildew will result. If there is obvious damage such as mildew, excess stains, burns or tears; you will be charged for the linen and may keep it as if it were a sale.
14. Delivery & Pick Up. RENTAL COMPANY shall deliver and install the equipment at such reasonable times as it deems best for safety and scheduling, allowing time for CLIENT's decoration and other pre-event arrangements. Delivery is made to the closest point a truck can park. Extra charges will be incurred for deliveries to upstairs, elevator use or to a point where extra time is involved. If no arrangements are made and extra set-up labor is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and the equipment is not knocked down and assembled in one sheltered area, tables and chairs may be left until the next day when a special crew can be scheduled. There will be an additional one-day rental charge. A knock down fee will result if equipment is still up.
15. CLIENT's Personal Property & Property of Others. Upon dismantlement and removal of the equipment, RENTAL COMPANY shall have no obligation to provide protection for such personal property of CLIENT or third party which had theretofore been protected by RENTAL COMPANY's equipment. RENTAL COMPANY shall have no obligation to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on CLIENT's premises not directly attributable to the removal of the RENTAL COMPANY's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, RENTAL COMPANY may nonetheless enter the premises, move or remove any of such personal property at CLIENT's risk and cost, and dismantle and remove the equipment without further notice, and CLIENT hereby indemnifies RENTAL COMPANY from any cost, expense or liability arising therefrom.
16. Weather. CLIENT assumes all weather related risks involved in holding an outdoor event. This includes responsibility for rental fees, tent/equipment damage, property damage and time delay. If the set-up must be completed during adverse weather conditions, such as wind or rain, and can not be rescheduled to another mutually acceptable time, the set-up delays will be billed at the standard rate per man-hour and CLIENT shall pay for any additional equipment, service or servicemen at RENTAL COMPANY's customary charge therefore.

RENTAL COMPANY will endeavor to minimize weather related risk, however, should tenting or equipment become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond RENTAL COMPANY's control, CLIENT shall still pay all charges in full. Further, CLIENT agrees to pay for any property damage to the tents and equipment if it is moved or blown as a result of the weather.
17. Severe Weather Safety. CLIENT agrees that in the event of a predicted or actual storm or excessive winds, RENTAL COMPANY may dismantle any equipment that has been previously installed to ensure safety.
18. Permits and Licenses. CLIENT shall, at its own expense and prior to the installation of the equipment, provide all necessary permits, licenses and other consents, etc. required for installation, maintenance and use of the equipment and incur the costs thereof. RENTAL COMPANY agrees to provide appropriate certificates, specifications and drawings to assist CLIENT in obtaining those documents.

19. Preparation Of Site. CLIENT agrees to provide at their expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space free and clear of all obstacles, natural and man made, prior to the arrival of the RENTAL COMPANY's work crew. Prior to the time fixed for the dismantlement and removal of the equipment, CLIENT shall remove all non-leased personal property installed or placed within the equipment by CLIENT or other party. All equipment and decorations shall be cleared and taken from site. If CLIENT fails to do so, then CLIENT shall pay all costs of any delay.
20. Damage to Site & Client Property. Although RENTAL COMPANY will endeavor to minimize damage to CLIENT's patios, floors, lawn, plantings, underground utilities, fixtures and premises generally (including power failures and other hazards), CLIENT assumes the risk, and agrees to and shall indemnify and hold harmless RENTAL COMPANY from liability for any such damages which may occur.
21. Electric Power and Lighting. CLIENT agrees to furnish accessible power outlets of sufficient capacity and the right to use CLIENT electrical lines to install and safely operate all electrical facilities proposed herein.
22. Underground Facilities. CLIENT agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of the RENTAL COMPANY's work crews. CLIENT assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, CLIENT must call 811 one week prior to installation. In the absence of such advice, RENTAL COMPANY can assume that no such underground obstructions exist.
23. Tent & Canopy Anchoring. RENTAL COMPANY has indicated that the proper and safe installation of tents requires ground anchoring. Inadequate anchoring could result in injury to persons, death and/or property damage. When RENTAL COMPANY does not use ground anchors, such as stakes in asphalt or a ram-set anchors in concrete, CLIENT hereby agrees to indemnify Eventrents Inc. from any claims which may occur if wind or weather cause the tent to collapse or be blown into any person or property.
24. Cooking. CLIENT agrees not to do any type of cooking under or within a reasonable distance of the tent, except for specific kitchen tents that are identified on the face of the contract. CLIENT assumes full responsibility and costs incurred for damage expense to tent tops due to cooking process under or near tents.
25. CLIENT Supplied Labor. If CLIENT supplies any labor in connection to the installation of the equipment, CLIENT shall provide workmen's compensation insurance for such labor meeting applicable state law requirements and general liability insurance amounts reasonably required by RENTAL COMPANY. CLIENT shall hold RENTAL COMPANY harmless from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by CLIENT.
26. On-Site Changes & Additions. RENTAL COMPANY may rely on and follow any directions whether oral or written from any CLIENT's AGENT with respect to any act or acts performed by RENTAL COMPANY in the delivery, installation, dismantlement or removal of the equipment and the performance of any services called for by this agreement. In the event that CLIENT changes any of the arrangements relating to the services to be performed or to equipment to be rented, RENTAL COMPANY shall have the right to add or remove such equipment, service or servicemen that in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. CLIENT shall pay for any additional equipment, service or servicemen at RENTAL COMPANY's customary charge therefore.
27. Security Deposit: A security deposit is required in the form of a cash deposit or credit card. CLIENT agrees that a credit card provided for the rental agreement may be charged after the event for missing and damaged equipment, labor charges for equipment returned unclean, additions to the contract, finance charges and collection fees.
28. Damage Protection. If not declined by CLIENT, RENTAL COMPANY agrees, in consideration of an additional charge, to modify the responsibilities of CLIENT created in term 11 (Dirty or Damaged Equipment). For the Damage Protection Plan Charge and provided that the CLIENT takes reasonable precautions to protect equipment, the RENTAL COMPANY assumes risk of damage to equipment, except the following risks assumed by the CLIENT: {a} Loss or damage due to vandalism, malicious mischief, and theft {b} Loss, damage or theft of accessory equipment such as extension cords, etc. {c} Loss due to mysterious disappearance or wrongful conversion by a person entrusted with equipment. {d} Water damage to wood products such as chairs and dance floors {e} Damage Protection is null and void if damage is caused by a third party not associated or related to CLIENT. In this instance the RENTAL COMPANY reserves the right to collect from the person or company causing damage. THE CLIENT UNDERSTANDS THAT THE DAMAGE PROTECTION PLAN IS NOT INSURANCE. THE CLIENT IS OBLIGATED TO PROVIDE THE RENTAL COMPANY A POLICE REPORT ON ALL LOSSES COVERED BY DAMAGE PROTECTION PLAN. The CLIENT may decline Damage Protection Plan charge made by making a cash deposit equal to value of equipment or by providing insurance with EventRents Inc. designated as Additional Insured and Loss Payee.

29. Payment: CLIENT shall pay the price stated in the original agreement plus additions to the rental agreement. Unless changed by RENTAL COMPANY, additions to the rental agreement will be subject to the same terms and conditions specified in the original agreement. Accounts are due and payable at the termination of the rental period. Any amount not paid when due shall bear interest at the highest contract rate of interest the RENTAL COMPANY may charge CLIENT under applicable law, compounded daily. In the event that CLIENT has directed that the rental charges hereunder be billed to another person or organization, and the payment is not made by such person or organization within the terms specified, CLIENT shall promptly upon receiving notice of non-payment, pay said rental charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.
30. Collection Costs. The CLIENT agrees to pay all reasonable collection attorneys, and court fees and other expenses involved in the collection of charges or enforcement of the RENTAL COMPANY's rights under this contract. At RENTAL COMPANY's sole discretion, all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid.
31. Hold Harmless Agreement. CLIENT shall defend, indemnify and hold harmless RENTAL COMPANY its employees, agents and subsidiaries, from and against all claims, liabilities, losses, injuries, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of CLIENT, CLIENT's employees and agent of CLIENT or CLIENT subcontractor. The indemnities included in this exhibit shall include reasonable attorney fees paid by RENTAL COMPANY in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
32. Indemnification and Defense. CLIENT agrees that if legal proceedings are brought against EventRents Inc. for compensation for personal injuries, death or property damage arising out of the event, CLIENT will indemnify EventRents Inc. and its employees against any judgements which may be rendered against them, except for judgements on claims which arise out of negligence, gross negligence or willful acts or omissions of EventRents Inc., its agents, servants or employees to the extent allowed by law.
33. **CANCELLATION** THIS AGREEMENT MAY BE CANCELLED BY CLIENT ONLY UPON DELIVERY OF WRITTEN NOTICE OF SUCH CANCELLATION BY CLIENT TO RENTAL COMPANY NOT **LESS THAN SEVEN (7) DAYS PRIOR TO THE SCHEDULED DELIVERY DATE**. ITEM QUANTITIES CAN NOT BE REDUCED AND THE CLIENT SHALL BE RESPONSIBLE FOR THE FULL PRICE SPECIFIED IN THE AGREEMENT AFTER THIS DATE.

IN THE EVENT THAT NOTICE OF CANCELLATION IS GIVEN **LESS THAN FOURTEEN (14) DAYS PRIOR TO DELIVERY DATE**, NO CASH REFUND WILL BE PROVIDED. THE CLIENT SHALL PAY THE VALUE OF ANY PERFORMED SITE EVALUATION, DRAWING PREPARATION AND PERMIT APPLICATIONS PLUS 10% (TEN PERCENT) OF THE CONTRACT TOTAL. IT IS AGREED THAT 10% (TEN PERCENT) OF THE CONTRACT TOTAL REPRESENTS THE OUT-OF-POCKET EXPENDITURES AND LOST OPPORTUNITY INCURRED BY RENTAL COMPANY IN ANTICIPATION OF THE ENGAGEMENT, AND FORFEIT THE BALANCE OF THE DEPOSIT. RENTAL COMPANY SHALL PROVIDE A CREDIT IN THE AMOUNT OF ANY UNUSED DEPOSIT BALANCE VALID FOR RENTALS DELIVERED LESS THAN ONE YEAR FROM SCHEDULED DELIVERY DATE.

IN THE EVENT THAT NOTICE OF CANCELLATION IS GIVEN BY CLIENT TO RENTAL COMPANY **FOURTEEN (14) DAYS OR MORE PRIOR TO SCHEDULED DELIVERY DATE**, THEN CLIENT'S DEPOSIT SHALL BE REFUNDED LESS THE VALUE OF ANY PERFORMED SITE EVALUATION, DRAWING PREPARATION AND PERMIT APPLICATIONS PLUS 10% (TEN PERCENT) OF THE CONTRACT TOTAL. IT IS AGREED THAT 10% (TEN PERCENT) OF THE CONTRACT TOTAL REPRESENTS THE OUT-OF-POCKET EXPENDITURES AND LOST OPPORTUNITY INCURRED BY RENTAL COMPANY IN ANTICIPATION OF THE ENGAGEMENT.

Severe Weather Conditions

CLIENT 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, torrential rain 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 tent is erected. *People must leave the tents and not seek shelter in tents during such conditions.*

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. EventRents Inc. will make the services of one of its staff available on site during the event for an additional charge to assist with weather assessment and evacuation if necessary. If the CLIENT declines those services, the CLIENT understands that it is the CLIENT's responsibility to be aware of changing weather conditions and to exercise its best judgement with regard to the evacuation of the tents. The CLIENT should become thoroughly familiar with evacuation procedures whether or not they decide to retain the services of a EventRents Inc. staff member for the event.

No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the equipment rented, except as expressly provided herein. This agreement, together with revisions and schedules from time to time attached hereto, constitutes the entire agreement. In the event of any breach of this agreement by RENTAL COMPANY, CLIENT's sole and exclusive remedy shall be the refund of the price paid, or that portion thereof as may represent CLIENT's damages. RENTAL COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM RENTAL COMPANY'S BREACH.

RENTAL COMPANY's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all the rights and remedies available to RENTAL COMPANY. RENTAL COMPANY's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing CLIENT from further performance.

The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not effect the remaining provisions or portions.

Any person executing this agreement on behalf of a corporation or other organization warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or other organization shall be bound thereby.

I hereby acknowledge receipt and acceptance of this RENTAL AGREEMENT and the stated terms, which I have read. My signature authorizes the use of my credit card for all rental fees, labor charges, collection costs and broken, damaged and/or missing items not paid in a timely manner.

X _____
(Client Signature)

(Date)

X _____
(Please print name)

(Contract Number)

For EventRents Inc.

X _____
(Signature)

(Date)

X _____
(Please print name)