

**PLEASE READ NOW!**  
**WE CHARGE FOR TIME OUT NOT TIME USED**  
**TERMS AND CONDITIONS OF RENTAL**

**1. RENTAL DURATION.** Our normal rental day is a 24 hour period. However we will allow time for customer pick-up and return and special considerations will be allowed for special events. The exact terms will be established at the time of the rental and these terms will appear on the rental contract. Any merchandise kept for longer than specified will be charged accordingly to the following schedule. Overdue rentals will be charged at 1/2 the day rate for each additional day that the merchandise is kept. Long term rental rates shall be established prior to the beginning of the rental.

**2. CANCELLATIONS.** All cancelled rental and/or merchandise orders shall be subject to a restocking and/or handling charge. Cancellation charges are 50% of total invoice amount or 50% of each canceled item.

**3. RECEIPT INSPECTION OF RENTAL ITEMS.** Customer hires the items on an "as is" basis. Customer acknowledges that he has personally inspected the items prior to its leaving Rental Store (regardless of point of delivery) and finds it suitable for his needs. Customer acknowledges receipt of all items listed in this agreement in good working order and repair and that he understands its proper operation and use without further instructions regarding operation and use from Rental Store.

**4. EQUIPMENT.** If equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use and notify Rental Store who will replace the equipment with similar equipment in good working order, if available. Rental Store is not responsible for any incidental or consequential damages caused by delay or otherwise.

**5. ORDINARY WEAR AND TEAR.** Customer agrees to pay for any damage or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Rental Store. Customer also agrees to pay a reasonable cleaning charge, as determined by the Rental Store, for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged or lost goods. Equipment damaged beyond repair will be paid for at its fair market value when rented. The cost of repairs will be borne by customer, whether performed by Rental Store, or, at Rental Stores option, by others.

**6. DAMAGE WAIVER.** Customer agrees, in consideration of an additional charge as listed on the face of this contract, to modify the responsibilities of customer created in paragraph 5 regarding equipment damaged while in customers possession or control. Notwithstanding paragraph 5 above, customer accepting damage waiver is not responsible for damage to or destruction of the rental equipment except as follows; (a) Loss or Theft of equipment; (b) Damage due to customers neglect or misuse; (c) Loss by willful neglect or abuse; (d) Mysterious or unexplained loss; (f) Damage waiver does not cover Linen. **THEFT:** Customer agrees to furnish Rental Store with a police report on all damage to which this damage waiver modification applies. Customer is required to return damaged equipment or pieces whether still useful or not.

**7. TITLE.** Title to the rented property is and at all times shall remain with the Rental Store. Only the parties hereto and those other persons whose names are listed on the reverse side, are authorized to use the property and customer will not permit the property to be used by any other persons or at any other address other than the address designated on the reverse side without the expressed consent of the Rental Store.

**8. HOLD HARMLESS/INSURANCE.** Customer agrees to assume the risk of and hold Rental Store harmless for property damage and personal injuries caused by the equipment and/or arising out of customers negligence. Customer shall provide, at customers cost, insurance coverage which protects Rental Store from all claims of whatever nature brought by agents and employees of Lessee and by all third parties.

**9. ACCIDENTS.** In the event of any accident resulting in property damage or bodily injury resulting in property damage or bodily injury arising from use of the item while it is in customers possession, customer hereby expressly agrees to assume responsibility for himself, his own employees, agents and assigns negligence and agrees to indemnify, defend and hold Rental Store harmless from any claim or action arising therefrom, including any cost and attorney's fees incurred in connection therewith. Customer agrees to notify Rental Store immediately in case of any accident and to obtain the named, addresses, phone numbers and other pertinent information from all parties involved and all witnesses.

**10. DEPOSITS AND SECURITY.** Any security or reservation deposit held by Rental Store shall be held as liquidated damages in the event of default as defined herein. Customer is required upon placing order to give a 50% non-refundable reservation deposit. If customer for any reason cancels the agreement, the reservation deposit of 50% of the total order or each canceled item will be retained as non-refundable liquidated damages and Rental Store shall be reimbursed for all

expenses and losses incurred or suffered as the result of the customers failure to complete the agreement. Customer acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of customers obligations under the contract. Deposit will be returned to the customer providing the merchandise is returned in the proper condition and on time.

**11. DELIVERY AND PICK-UP.** Delivery and pick-up will be at Rental Stores convenience. Delivery and pick-up will be to ground level only. There is an additional charge for delivery or pick-up if up or down stairs. Delivery must be made to and equipment kept in a sheltered location protected from the elements. Chairs and tables will be delivered stacked and/or bagged. They must be stacked and bagged for pick-up. There is an additional charge for set up and knock down. Dinnerware must be returned clean. If equipment is unavailable for pick-up at the agreed time, customer agrees to pay a service charge of \$15.00 plus any additional rental charges incurred. Rental Store drivers will make every effort to make themselves heard at front door. Responsibility for failure to hear driver because of loud radios, remoteness of customer from front door or any other reason rests upon Customer. It is customer's responsibility to maintain the delivery and pick-up times agreed upon in order to assure the availability of equipment. If Customer authorizes any person (such as neighbor or employee) to make equipment available for pick-up, Customer will be responsible if such person fails to do so.

**12. ADDITIONAL TERMS.** No equipment may be dismantled or moved to another location unless Rental Store gives specific consent. Customer will be charged a service charge of \$75.00 plus \$2.00 per mile each way if pick-up of equipment is from a location other than the location to which it was delivered unless Rental Store waives the charge at the time of consenting to the transfer. Terms on approved commercial open accounts are net 30 days. A carrying charge of 1-1/2% per month (annual rate of 18%) will be charged on all overdue accounts. Customer agrees to pay all reasonable collection, attorneys and courts and other expenses involved in the collection of the charges enforcement of Rental Store's rights under this contract. Upon failure to pay rent or other breach of this contract, Rental Store may terminate this contract and take possession of and remove the goods from wherever they are and Rental Store and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods. Customer acknowledges that (s)he is not the agent of the Rental Store for any purposes. Customer agrees that the Rental Store is neither the manufacturer of the goods nor the agent of the manufacturer. The provisions of this agreement shall be severable so that the invalidity unenforceability or waiver of any of the provisions shall not affect the remaining provisions. Customer agrees to indemnify and reimburse Rental Store for all liabilities to Customer, his agent or third parties, arising out of the use for the goods or a breach of this contract by Customer, including those arising from Rental Store's negligence.

**13. WAITING TIME.** Customer shall be charged for waiting time which is occasionally Customer's neglect or delay.

**14. CUSTOMERS RIGHTS.** Customers right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

**15.** In addition to the deposit paid by the Lessee to Lessor at the inception of this Rental Agreement, Lessor may require Lessee to furnish an open credit authorization through MasterCard, Visa, American Express, Discover or similar credit provider. Lessee hereby agrees that Lessor shall be authorized to apply the amount of any deposit and any additional balance through the aforesaid credit authorization to any and all amounts due from the Lessee to the Lessor in the event of Lessee's breach of the terms and conditions of this Agreement.

**16.** Lessee acknowledges that any leakage, spillage, or other discharge of oil, fuel or fluids from the equipment during Lessee's use of same shall be the sole responsibility of Lessee, Lessor shall NOT be responsible for any damage to property or loss resulting from any such leakage or spillage.

**17. Use of Equipment.** You agree and covenant: (a) that you are satisfied with the instruction we have given You is the proper and safe manner of using the Rental Equipment: or that You are so familiar with it, and its proper and safe use and have told Us so that much instruction is unnecessary: and (b) that the Rental Equipment will be used only for the proper purpose for which it was manufactured and intended.

**18.** Lessee agrees that any paragraph or provision violate the law and is unenforceable the rest of the agreement will be valid. A cleaning charge may be assessed on equipment returned dirty.

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