

RENTAL TERMS WHICH ARE PART OF AGREEMENT

- 1) Lessee agrees to be fully responsible for the items leased, to return them to Lessor promptly at the expiration of the term of lease, and to pay all charges for the repair or replacement of any items lost, stolen or damaged under any circumstances, including an act of God, regardless of fault, after the delivery of same to Lessee and prior to their return to Lessor according to the terms of lease.
- 2) Lessee agrees to pay lessor the full (or any balance of) the rental price and other charges due under this agreement promptly at the conclusion of the rental term. Lessee agrees to pay a finance charge of 1.5% per month on any unpaid balance (annual percentage rate 18%.) In addition to the terms of payment as herein described and in addition thereto, Lessee agrees to pay a reasonable amount for items broken or damaged, or items which Lessee fails to return to Lessor without regard to the manner and method of damage or loss.
- 3) Lessee hereby authorizes and empowers Lessor, or any Attorney of record to appear on behalf of lessee before any Court of competent jurisdiction and to confess judgment, against Lessee for any sum or sums due and owing thereunder and/or the return of items leased hereunder and for which full payment has not been received, or goods returned, within thirty days from expiration date of this lease, or the date upon which such items are to be returned. Said judgment shall include all interest and court costs including an attorney's fee not exceeding 5%.
- 4) Lessee acknowledges having read this agreement, agrees that it constitutes the entire agreement between the parties, and agrees that Lessee has not relied on any statements or representations of Lessor and intends to be legally bound hereby.
- 5) Any provision of this agreement which is declared unenforceable or void for any reason whatsoever shall not impair or void any other provision here of, all of which shall remain in full force and effect.
- 6) All Tent Equipment will be installed by Lessor's personnel. No attempt to move or alter installation is permitted.
- 7) There is an additional charge for hanging and/or pinning walls.
- 8) Decorations or signs used in tents must be color-fast if in contact with vinyl tarp or walls. "Silly string" or other paint-type decorations may not be sprayed on tent. All signs and decorations must be removed prior to pickup.
- 9) Charcoal grills or other cooking methods which produce a flame or intense heat cannot be used inside tent or come in contact with walls or top.
- 10) Tents should be dry at takedown. If Lessee's circumstances require a specific time and date for take down, for any reason, this must be specified in contract.
- 11) Lighting as ordered will be installed in tents by Lessor's personnel. The power source and/or any modifications needed are the responsibility of Lessee.
- 12) Carpeting (grass-type only) must be installed on a solid surface such as flooring, cement or macadam. Lessor cannot be responsible for wetness when laid on ground level. This type of carpet installation is of a temporary nature, not intended for long-term use.
- 13) Tables and/or chairs will be delivered and stacked at a ground level or 1st floor location, protected from the elements. There is an additional charge for upstairs or downstairs deliveries. Tables and/or chairs must be stacked for pickup and sheltered from the elements. There is an additional charge for set-up and/or breakdown.
- 14) You will be charged at replacement cost for any items damaged or missing at pickup in addition to the rental charge.
- 15) Lessor and their insuring agents will not be responsible for damages to Lessee's property, equipment; vehicles or bodily injury resulting from extreme weather conditions or other "Acts of God."
- 16) Deliveries - Lessor will make every effort to delivery equipment at agreed upon date and time. However, our delivery schedules may be interrupted by unforeseen circumstances. We will attempt to notify Lessee should this occur. It is also Lessee's responsibility to notify Lessor of any delivery or pickup changes. There is an additional charge for delivery or pickup on Sunday or holidays.
- 17) If the equipment is unavailable for pickup at the agreed time, customer agrees to pay a service charge of \$10.00 plus any additional charges accruing at the beginning of the next rental period.
- 18) Lessor's drivers will make every possible effort to make themselves heard at customer's front door. Responsibility for failure to hear Lessor's driver because of loud radios, remoteness of customer from front door or any other reason rests upon customer.
- 19) If customer requests pickup on Sunday or holiday, and if Lessor agrees to such pickup, a special service charge will be made.
- 20) No equipment may be taken apart, or moved to another address, unless Lessor gives specific consent.
- 21) Terms on approved commercial open accounts shall not exceed 30 days unless agreed to in writing by Lessor.
- 22) The charge for last period shown on Rental Contract is applicable to each succeeding similar rental period.
- 23) All breakage, loss and sales charges are in addition to accrued rental.
- 24) Title to all equipment remains in Lessor's name. Customer, while having possession of equipment, shall at customer's expense, keep the equipment free and clear of all taxes, assessments, liens and encumbrances.
- 25) Each rental is for specified period. Additional charge will be made for every day over-due except on weekly or monthly contracts.
- 26) **Payment terms**
 - a) 50% deposit is due at signing of contract and to secure reservation.
 - b) Full payment is due 7 days prior to event date.
 - c) 50% deposit is forfeited if cancelled 8 or more days prior to event date.
 - d) Any cancellation within 7 days prior to event date will require **PAYMENT IN FULL.**

By my signature, I have read and understand this contract. I agree to accept the terms of the Agreement.



▶ I authorize charges to my credit card _____ # _____



▶ Signature & Date _____