

Thank you for choosing **The Rental Company to be part of your special day!**

We want your event to be as enjoyable and hassle-free for you as possible. Please take a moment to review the following information about our terms, conditions, damage waiver and tent policy. You are welcome to contact us with any questions, or for more information.

#### **Deposit/Payment:**

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The Rental Company **requires a 50% non refundable deposit of your total rental cost to reserve your event items/date.** Your rental order is not considered guaranteed until we process your deposit; items will not be held and we will not arrange specialty request items (such as linens or tenting). **Final/remaining balance is due prior to the rental order being delivered, or being picked up by the customer,** if payment is not received The Rental Company will run the credit card on file (from the Credit Card Authorization form).

#### **Revisions to your order**

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You can revise your exact guest count 10 days prior to your event date (example if your rented 100 chairs and now only need 95 chairs) you will only pay for what you need to match your guest count. At anytime you can add additional items to your order (subjected to availability). Specialty items and linen orders cannot be changed once order is processed (minimum 2-3 weeks in advance). Deletions or cancellations will be charged at half of the item's rental rate. Any changes/reductions made within two days of the event will be subject to 100% of the rental rate.

#### **Replacement Cost or Repair Charges**

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The customer retains full responsibility for The Rental Company's rented equipment from the time of pick-up/delivery to the time of return. Please be sure equipment is secured when not in use and protected from the weather. Additional charges will apply for missing, broken, burned or heavily damaged items. China, glassware, etc., will be considered broken if returned chipped. If you discover a chipped or broken item when you unpack your order, please notify us at once so that we can promptly replace the item. See information about our Damage Waiver offering on Page 3.

#### **Delivery & Pick Up**

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Please notify The Rental Company office at the time of delivery if items are missing or damaged. Delivery is to the ground floor or garden within a reasonable distance of the loading area. Delivery does not include setup or teardown (excluding tents/dance floors/lighting), this service can be added. On the scheduled day of pick-up all items should be cleaned, packed, and assembled in **one easy assessable location/delivery location.** All china, silver, utensils, etc., should be rinsed, food-free, and re-packed in the same containers as delivered. Additional charges will apply for all unreturned racks and crates, breakage, loss and excessive cleaning. Linen should be dry and free of debris to prevent staining and mildew. Tables and chairs must be folded, stacked and ready for pick up unless The Rental Company is contracted ahead of time for setup and/or takedown. Wax must be removed from candelabras. Items not meeting these conditions are subject to additional fees.

**LEASE AGREEMENT**

1. All equipment is used at lessee's risk. Conditions which prevent satisfactory use do not relieve lessee of his/her responsibility for rental charges.
2. As the customer responsible for the rented items in my possession, I understand The Rental Company is not responsible for any damages incurred as a direct or indirect result of erecting or tearing down of any canopy or tent in question. This includes but is not limited to any underground plumbing, lawn sprinklers, invisible dog fences, landscaping or paved area (driveways, parking lots) and decks. The Rental Company reserves the right to remove any structure at any time should any circumstance arise threatening the integrity or well-being of the tent/canopy rented.
3. It is expressly understood and agreed by and between the parties that The Rental Company shall not be liable in any manner and shall be held harmless for any injuries or damages caused to person, property, materials, stock or other things or articles, whatsoever, while said persons, things or articles are in, under, or about said property.
4. The Rental Company shall not be liable, and shall be held harmless, for injuries or damages caused by fire or from any cause; rain, hail, sleet, snow, high winds, tornadoes, floods, or other disturbances of nature or by tents or other equipment falling by reason, thereof, to any persons, materials, or exhibits while under, near or about the above described property. For the use of safety of all occupants it is recommended that a complete evacuation of any canopy take place in the event of threatening or severe weather.
5. The Rental Company shall not be liable and shall be held harmless in any manner for injuries or damages caused by persons or things falling over or coming in contact with ropes, stakes, or other supports of the above-described property.
6. The Rental Company does not guarantee the tents to be absolutely waterproof. Our tents are for the use of "temporary" protection from sun and rain.
7. No cooking in or under tents.
8. Full or partial destruction to property while in custody of lessee, his agents, or employees shall cause said lessee to become liable for the damage suffered.
9. Accrued rental charges cannot be applied against the purchase price or cost of repairs of lost or damaged equipment.
10. Lessee promises to return equipment to The Rental Company in as good condition as it was, the effective date of the lease or delivery.
11. THEFT OF RENTED PROPERTY. (A) A PERSON COMMITS THEFT OF RENTED PROPERTY IF HE OBTAINS THE TEMPORARY USE OF PERSONAL PROPERTY OF ANOTHER, WHICH IS AVAILABLE ONLY FOR HIRE, BY MEANS OF THREAT OR DECEPTION, OR KNOWING THAT SUCH USE IS WITHOUT THE CONSENT OF THE PERSON PROVIDING THE PERSONAL PROPERTY; OF HAVING LAWFULLY OBTAINED POSSESSION FOR TEMPORARY USE OF THE PERSONAL PROPERTY OF ANOTHER WHICH IS AVAILABLE FOR HIRE, INTENTIONALLY FAILS TO REVEAL THE WHEREABOUTS OF OR TO RETURN SAID PROPERTY TO THE OWNERS, THEREOF, OR HIS REPRESENTATIVE, OR TO THE PERSON FROM WHOM HE HAS RECEIVED IT. (B) FAILURE TO RETURN THE RENTED PROPERTY WITHIN SEVENTY-TWO HOURS OF THE DATE AND TIME INDICATED BELOW IS A CRIME PURSUANT TO A.R.S. SECTION 13-1806. UNLAWFUL FAILURE TO RETURN RENTED PROPERTY IS A CLASS 6 FELONY, UNLESS THE VALUE OF THE PROPERTY IS UNDER ONE HUNDRED DOLLARS, IN WHICH CASE, IT IS A CLASS 1 MISDEMEANOR. THE MAXIMUM FINE AND IMPRISONMENT FOR A CLASS 6 FELONY IS A \$150,000.00 FINE AND ONE AND ONE HALF YEARS IMPRISONMENT. THE MAXIMUM FINE AND IMPRISONMENT FOR A CLASS 1 MISDEMEANOR IS A \$2,500.00 FINE AND SIX MONTHS IMPRISONMENT.
12. The lessee further expressly agrees to pay on demand. (1) All charges shown in accordance with the provisions of this rental agreement. (2) The amount of any collection costs including attorney fees incurred by The Rental Company in obtaining payment from customer under this agreement. In the event the lessee does not pay any or all sums due under this agreement, the lesser may charge interest on the unpaid balance of 1 and ½% per month, but not to exceed the maximum rate allowed by law.
13. Responsibility for use. You are responsible for the use of the rented item(s). You assume all risks in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold The Rental Company in obtaining payment from customer under this agreement.
14. If I, or an appointed representative, cannot be available to verify the quantity, I will accept the count of the Rental Representative as acceptable and binding.

DAMAGE WAIVER POLICY

After your review initial which option you have chosen (accept or decline).

\_\_\_\_\_ **I accept the Damage Waiver offering presented by The Rental Company.** I understand that The Rental Company guarantees rental equipment is in top working condition but accidents can happen during an event. I agree to add an **8% non-refundable (of our total rental contract) damage waiver** as a one-time charge to cover me against any accidental damage and avoid additional fees. I understand that this is a fee waiver, not an insurance policy. I have been informed that vandalism, theft, mysterious disappearance or excessive damage is not covered under the damage waiver (missing items are not covered).

\_\_\_\_\_ **I decline the Damage Waiver offering presented by The Rental Company.** I understand and agree to pay the replacement cost of any/all lost and damaged items, replacement cost is calculated by combining current market value and a 25% restocking fee. I understand that although The Rental Company guarantees rental equipment is in top working condition, it is my responsibility to notify the Rental Company office if any items are broken or missing when they are delivered or when I picked them up. I authorize The Rental Company to charge my credit card provided on the Credit Card Authorization form for damaged or missing items from my event. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement. I understand that I will be given a list of any items missing or damaged prior to my card being charged and will be given one week after receipt of this notification to dispute any items on the list.

FIRE SAFETY TENT POLICY

For rentals that include tents: In accordance with Federal Fire Code the Rental Company will provide you with a Fire Safety Kit, which includes a floor plan, 2 fire extinguishers, 2 “No Smoking” Signs, and 2 lighted “Exit” Signs for your tent at a rate of \$125. If the Fire Safety Kit is not added until the week of your order, it will be subject to an additional fee and the rate will be \$250. This kit does not include acquisition of permits or approvals of use from your fire marshal. If you would like to remove the Fire Safety Kit from your order because you have researched your tent location and know that these items are not required, or you plan on taking care of meeting all of the requirements yourself, please initial here: \_\_\_\_\_

I understand and agree that the terms and conditions of the entire rental contract are set forth in this document:

Client’s Signature: \_\_\_\_\_

Client’s Name Printed: \_\_\_\_\_

Client’s Phone \_\_\_\_\_

Client’s Email Address \_\_\_\_\_

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

Event Location: \_\_\_\_\_