

Events

Party & Tent Rentals, LLC

Terms & Conditions

These Terms & Conditions apply to all contracts entered into:

- 1-**INSPECTION**-You acknowledge that you have inspected the equipment or goods ("equipment"), find it suitable to your needs & understand its proper use.
- 2-**MALFUNCTION EQUIPMENT**-If the equipment becomes unsafe or is in disrepair, you agree to discontinue use and notify us.
- 3-**NO WARRANTIES AND DISCLAIMER OF MANUFACTURER**-We make no warranties, either express or implied. There is no warranty that the equipment is fit or suited for your intended use, or that it is free of defects. You acknowledge that we are neither the manufacturer of the equipment nor the agent of manufacturer and are not responsible for the equipment's condition or use.
- 4-**SUBLEASES, LOANS OF EQUIPMENT AND ASSIGNMENTS**- We may assign our rights under this rental contract without your consent, but will remain bound by all obligations herein. **You may not sublease, loan or share the equipment without our written permission.** Any purported assignment by you will void this contract.
- 5-**TIME OF RETURN**-Your 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. Any extension must be mutually agreed upon in writing.
- 6-**LATE RETURNS**-You agree to return the rented equipment to the same location it was left at delivery, or, if you picked it up from our business location, you agree to return it during regular business hours, at or prior to termination of the rental period. If not timely returned, you agree to pay an additional rental charge every week until the equipment is returned.
- 7-**TIME OF PAYMENT AND COLLECTION COSTS**-Accounts are due and payable at termination of the rental period. If payment is not received within 30 days of the event date, any discount that had been given on the contract will be eliminated. An account past due for more than 45 days from the date of the event will be charged a carrying charge of 2% per month (24% APR). You agree to pay all collection, court costs, fees, reasonable attorneys' fees and other expenses involved in the collection of charges.
- 8-**DISCLAIMER OF AGENCY**-You acknowledge that you are not our agent for any purpose.
- 9-**AFTER HOURS RETURN**-**You may not return equipment outside our normal business hours.** You agree to pay for any damage to or loss of the equipment occurring between the time of return and the commencement of our next business day.
- 10-**TITLE**-This agreement is not a contract of sale. Ownership and title to the equipment is ours and shall remain with us.
- 11-**SEVERABILITY**-The provisions of this rental contract shall be severable, so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 12-**INDEMNITY AND HOLD HARMLESS AGREEMENT** -You agree to indemnify and hold us harmless from and against any and all claims and liabilities by you, your customers and agents, and any third parties arising out of the use of the equipment, and from and against any and all property damage and personal or other injuries resulting from:
 - a-The delivery, loading, unloading, erection, installation, dismantling and use of equipment.
 - b-Contact with underground wires , pipes or other obstructions.
 - c- All necessary surface repair.
- 13-**DAMAGE, LOST, STOLEN OR DIRTY EQUIPMENT**-You, as an insurer, assume the entire risk of loss, regardless of cause, with respect to the rented equipment, reasonable wear and tear excepted. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen equipment. Rented equipment, unreturned when due or damaged beyond repair, must be paid for by you at its current list price, plus shipping. The cost of repairs will be borne by you by you whether performed by us or at our option, by another.
- 14-**OPTIONAL DAMAGE WAIVER**-An optional damage waiver is available at a cost to you of 10% of the rental charges. The damage waiver modifies your responsibilities as outlined in the above paragraph "Damage, Lost, Stolen or Dirty Equipment", to release you from liability arising from accidental damage to equipment while it is in your possession. It does not release you from responsibility for loss caused by misuse, abuse, negligence, vandalism, theft or conversion or release you from your obligations for personal or other injuries.
- 15-**LOADING AND UNLOADING EQUIPMENT**-**Customer is responsible to load and unload equipment.** If our employees assist in loading and unloading the goods, customer agrees to assume the risk of, and hold us harmless for, any property damage or personal or other injuries, including damage or injuries attributable to the negligence of the dealer or his employees.
- 16-**ENTIRE AGREEMENT MODIFICATION**-This rental contract represents the entire agreement between you and us. None of our rights may be changed and no waiver or extension of the terms of rental contract may be made except in writing, signed by both you and us made in a part of this rental contract.
- 17-**DELIVERY & PICK UP**-Delivery and pick up shall be at our convenience. You allow our agents & employees the right to enter your premises for the purpose of delivery, installation and pick up of our rented equipment.
- 18-**CARE OF EQUIPMENT:**
 - a-China, glassware, flatware and serving pieces must be returned rinsed free of food, dry and in their original containers.
 - b-Linens and skirts must be returned shaken out, dry and folded. You agree to pay the current list price plus shipping for any missing linens, skirts, hangers or skirt clips and any linen or skirt returned cut, torn, burned, soiled with candle wax or which remains stained after laundering.
 - c-You agree to protect rental equipment from the elements during the time of delivery, use, storage and return to us, whether it is to our business location or if we are picking it up, during the waiting period before pick up.
- 19-**TENT RENTALS**-You agree, prior to the installation of the equipment, to obtain at your expense all necessary permits, licenses and other consents.
- 20-**WEATHER RELATED RISKS**-You assume all weather related risks involved in holding an outdoor -tented event. Should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond control, you shall still be liable for payment in full of all charges and for damages, if any.
- 21-**PREPARATION OF SITE**-You agree to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of our work crew. You further agree to have all tents cleared for removal prior to our arrival. All non-rented equipment and decorations shall be cleared and taken from the tent. All rented equipment will be placed where it was left at delivery. If you fail to do so, then you shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.
- 22- **COOKING UNDER TENT**-You agree not to do any type of cooking under or within a reasonable distance of the tent. You assume full responsibility and costs incurred for damage and cleaning expense to the tent, including without limitation the tent tops due to cooking processes under or near tents.
- 24-**ELETRIC POWER AND LIGHTING**-You agree to furnish our employees and agents access to, and the right to use your electrical and power lines for the installation and operation of the rental equipment.
- 25-**UNDERGROUND FACILITIES**-You agree to have all underground facilities, in the vicinity of the equipment installation, clearly marked prior to the arrival of our work crew. You assume full responsibility for damage to all underground facilities. To identify underground facilities, you must call Events one week prior installation.