

## **Rental Contract**

## **Terms & Conditions**

**Reserving Equipment:** Equipment will be reserved upon the deposit of 50% of total charges. This deposit is non-refundable and will be paid by cash, check, MasterCard, or Visa. This equipment cannot be sub rented or used by any other party then that listed on the given invoice. Within seven days of the scheduled event, items cannot be cancelled. Cancelled items within these seven days will be charged to the renter at rental cost. Exceptions to this rule are solely at the discretion of Affordable Backyard Tents.

**Missing or Damaged Items:** Affordable Backyard Tents will pick up the items on a specified date and at a time agreed upon delivery. If not all items are present, items not returned to Affordable Backyard Tents within 2 business days after event are considered missing. Missing or damaged items will be charged to the client at replacement cost. A detailed invoice of these items will be provided to client.

**Final Payment:** Final payment is due on delivery unless other arrangements are made prior to delivery. Cash or check is preferred. Payments made by MasterCard, or Visa are also accepted.

**Delivery & Set Up:** Affordable Backyard Tents will strive to accommodate client delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location. The client must be available to count all items upon delivery and pickup; otherwise, Affordable Backyard Tents counts will be considered accurate. Tents, lighting, sidewalls and equipment will be set up by the delivery personnel in a designated area as directed by the renter. Additional charges of up to 50% of the cost of the rental tent will be charged if the client wants the tent moved to a different location after it has been set up in an agreed location. All additional items will be placed under the tent to be set-up by the renter unless other arrangements are made prior to the delivery.

For Good and Valuable Consideration the sufficiency which is hereby acknowledged the undersigned hereby forever releases, discharges, acquits and forgives from any and all claims, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments and proceedings both at law and in equity arising from the beginning of time to the date of these presents and as more particularly related to or arriving from any and all claims against Affordable Backyard Tents resulting from the rental and use of their equipment, furniture, tables, chairs, materials, products and any other rental items included but not itemized herein from the time the items are delivered to the time they are picked up by representatives of Affordable Backyard Tents. This Release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

It is the responsibility of the renter to communicate to Affordable Backyard Tents of any underground wiring, pipes, sprinkler systems, sewage systems, or anything else that could interfere with the tent stakes. Stakes are driven between 24" and 46" under the ground. If any underground systems are not communicated to Affordable Backyard Tents personnel or incorrect information is given, Affordable Backyard Tents Rentals will not be responsible for any underground damage.

Cleanup & Preparation for Pickup: All floral arrangements, trash, and decorations of any kind should be removed from tent or other rental equipment before scheduled pickup time. There will be an additional charge for any items that have to be removed. All chairs and tables should be stacked in designated location as delivered. All dishes, glassware, flatware, and any other catering item, should be returned to proper rack or container dry and rinsed and assembled at designated location for pickup. Linens should be food and particle free and shaken out before being placed in laundry bags. Linens that are returned with burns, wax, holes, tears, permanently stained, wet or damp with mildew, or otherwise unusable will be billed at replacement cost. Be sure to notify your caterer of these conditions.

Weather: Tents are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions.

Summary: RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all equipment is secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the client's responsibility. Be sure all equipment is returned according to these TERMS & CONDITIONS. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

Client must click both boxes below, sign and date the document for the contract to be considered valid.

- □ THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.
- □ I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY ME, THE CLIENT, AND SUPERSEDES ALL PRIOR CONTRACTS.

Signature: \_\_\_\_\_