



Equipment Rental Agreement

Delivery Driver use only:

Driver Name:

Day of event _____

Customer payment method -

Cash <input type="checkbox"/>	Check <input type="checkbox"/>	Credit/Debit <input type="checkbox"/>
-------------------------------	--------------------------------	---------------------------------------

Moving dollies left for customer:

Extra Notes -

Deposit

Mandatory non-refundable 30% deposit, to confirm your reservation.

Delivery Time Arrangements

We call one week prior to your event to confirm delivery day. Delivery can be anywhere from 1-2 days before the event depending on the size and type of event. Please specify if your event location has any time restrictions. If time restrictions apply, we are more than willing to comply. Feel free to contact us at any time for delivery questions. Please understand that if the date is still some time away, we will only be able to give you an estimated delivery date and time.

If your venue requires pick up the same night as your event - please let us know. There may be an additional charge for any late night pickups. The charge will vary on the size of the rental order and the time of required pick up.



Equipment Rental Agreement

Dream Tents and Events - RENTAL CONTRACT & TERMS AND CONDITIONS

Chair Stacking

-Chairs need to be stacked neatly back on dollies before pick up. Please stack them neatly and correctly. Non padded chairs stack 50 high and padded chairs stack 25 high.

If Renting a tent

Please have the designated area clean of any debris. If your tent is being installed on grass, we will be anchoring with stakes. These stakes protect the tent during high wind situations and give occupants time to evacuate safely. The stakes are long and could puncture or contact underground tubing. For this reason, we will be utilizing the Georgia (811) hotline. With this service all your gas, power and utilities will be marked with their appropriate colors. This service is completely free of charge and is required by Georgia law when staking.

Also:

- Mow the designated area prior to installation. Cutting your yard or edging under tent is prohibited. The tent top fabric is costly and could be damaged from flying debris. If you damage the tent top, you will be held accountable for complete replacement or repair charge.
 - We cannot put a pole tents up over a driveway under any circumstance. If you would like a tent on the driveway, please rent a frame tent or our Pinnacle style frame tent that can be anchored with ballasts.
 - Please have marked the location of where the tent is going before delivery, you can use sticks in the ground, paint, furniture or anything else. This helps us greatly with efficiency, thus keeping prices down for everyone.
 - If renting sidewalls, they are not allowed to be removed. We will show you how to open them up safely, so they do not get damaged
-



Equipment Rental Agreement

Delivery and Setup

-If delivery and set-up is up more than a few stairs, please let us know. If we arrive and there are a lot of stairs, we will amend the bill. If we are advised prior, we will let you know the price for the extra time involved.

-Unless otherwise arranged the tables and chairs are not set up by us. We will place them under the tent, and when we come to pick them up, they must be returned to the way we had them on delivery. Only package options include setup and take down. If you would like us to set up your event, an extra charge will apply. Charge will be based on the size of your event.

-No staples, tacks or pins can be used to attach your own things to any equipment. Any damage will result in a charge to fix or replace equipment.

-No tape can be used on anything except for the under sides of tables. At no time should tape be put on the vinyl of the tent. Any damage will result in a charge to fix or replace equipment.

-If delivery location is not easily accessible, is on a hazardous road, or in a location where large trucks do not usually go there can be an audit to the final price. Please notify us if we will encounter any of these situations. This gives us time to execute a plan or have one of our account managers visit the location.

-All obstacles in the way of setting up the rented equipment need to be removed from the area, that includes tree branches that could be a hazard to the tent. We will not move obstacles for you. If we must wait for obstacles to be removed, you will be charged for cost of labor. The cost will be based on \$15 an hour per person on site.

-Drilling holes in pavement is a charge of \$5.00 per hole; please let us know ahead of time if this will be necessary. If upon delivery it is discovered that we need to drill holes there will be a charge of \$5.00/hole. Holes made on payment will not be filled in, unless arranged prior to event.



Equipment Rental Agreement

Lessor hereby agrees to lease to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. Delivery is made to convenient point for delivery vehicle to park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. On pickup where no prior arrangements have been made and equipment is not knocked down and assembled in the same location as delivery, if time permits, the pickup crew will knockdown and load all equipment at the expense of the Lessee. A knockdown fee will result if equipment is still up.

2. The leased equipment shall always be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the express written permission of Lessor.

3. The lessor shall expect final payment of balance after everything has been delivered and agreed upon. If set up was part of the agreement the lessor shall be paid the remaining balance, after setup has been completed. Before the balance is paid the Lessee acknowledges that Lessee has had an opportunity to personally inspect the equipment and finds it suitable for Lessee's needs and in good condition. Lessee understands its proper use. Lessee further acknowledges Lessee responsibility to inspect the equipment prior to its use and to notify Lessor of any defects.

4. If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. If the defect is the result of normal use, Lessor will repair or replace the equipment with similar equipment in good working order if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.



Equipment Rental Agreement

5. Lessor is neither the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

6. Lessee shall defend, indemnify and hold harmless Lessor its employees, agents and subsidiaries, from and against all claims, liabilities, losses, claims of personal injury, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee or its agents, employees or subcontractors or anyone acting on Lessee's behalf. The indemnities included in this exhibit shall include reasonable attorney's fee paid by Lessor in defending suits and actions involving liability covered by the indemnification provision in this paragraph.

7. Lessee's right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Lessee's obligations under this contract. Time is the essence in this agreement. Any extension must, at Lessor's election, be mutually agreed upon in writing.

8. The Lessor may assign its right under this contract without the Lessee's consent but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.

9. At the expiration of this contract, or sooner upon Lessor's demand, Lessee promises to make available for pickup by Lessor at the time specified in the contract, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not available for pickup when specified. If the Lessee has agreed to return equipment to Lessor, Lessee shall be responsible for all loss or damage to the equipment from the time of delivery to Lessee until returned to Lessor. If the equipment is returned in a damaged or excessively worn condition, Lessee shall pay Lessor the reasonable costs of repair and pay



Equipment Rental Agreement

rental on the equipment of one-half the regular rental rate until repairs have been completed. Lessor shall be under no obligation to commence repair work until Lessee has paid therefore. In the event the Lessor must resort to litigation to be reimbursed for damage caused to equipment, Lessee agrees to pay all attorney's fee, court costs, or other expense which become reasonable or necessary to compensate Lessor for his repairing or having the equipment repaired or replaced.

10. The Lessee hereby expressly waives all rights in and to any and all exemption laws set forth in the State of Georgia, which are within the power of the Lessee to waive.

11. Lessor shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Lessee's premise.

12. Lessee shall at its own expense and prior to the installation of the equipment provide all necessary permits, licenses, and other consents. Lessee also agrees that markings made by locating companies to install tents, are not associated with the lessor.

13. Table linens are inspected by Lessor prior to delivery to Lessee and upon return. If there is obvious damage such as mildew, excessive stains, burns or tears to linen, Lessee will be charged the cost of the linen. Return all linens dry and free of waste.

14. Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty, in Lessor's sole, reasonable judgment. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged goods. Rental Equipment damaged beyond repair will be paid for by Lessee at its replacement cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor or at the Lessor's option by others.



Equipment Rental Agreement

15. Equipment, other than tents, left out in rain/weather is excessively worn. This is not normal wear and tear. A prorated rate of 1/5th of the replacement cost will be charged to the Lessee for equipment left out in the weather.

16. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or disappearance.

17. a. Lessee agrees to pay Lessor upon demand:

i. All rates, charges taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.

ii. Replacement costs for any loss or disappearance of equipment. Lessor reserves the right to consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the "AGREED RETURN DATE" COLUMN of the contract.

b. Lessee authorizes Lessor to bill Lessee's credit card at time of reservation or upon Lessee's receipt of the rented item(s) or upon return of the item(s).

c. If Lessee has directed that charges are billed to a third party, and Lessor agrees to bill that third party, and the third party fails to make prompt payment to Lessor when due, then Lessee promises to pay Lessor on demand. If the Lessee directs charges to be billed to a third party, Lessee represents that he is authorized to give Lessor such direction. Lessee understands that he remains individually responsible for all charges Lessor is to be paid under this contract.

d. One- and one-half percent (1 ½%) per month (minimum \$5.00) will be charged on any past-due accounts. Lessee shall pay for collection fees, attorneys' fees, court cost costs or any expense involved in



Equipment Rental Agreement

the collection of rental charges or other damages to Lessor under terms of the contract. The Lessor, at its own discretion, may revert all charges to the daily rate if invoice is not paid on the due date.

e. LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes additional charges or credits to be made to his account and payment by the method used at the time of the reservation, rental or return.

18. Lessee assumes all weather-related risks involved in holding an outdoor tented event. Lessor may endeavor to minimize said risk, however, if the tenting becomes unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, despite any efforts or lack thereof taken or not taken by Lessor, Lessee shall be liable for payment in full of all charges.

19. Lessee agrees to have the site upon which the equipment is to be erected free and clear of all obstacles, natural and manmade, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to Lessor's arrival for pickup. All non-leased equipment and decorations shall be cleared and taken from site prior to pick up. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expenses. Lessee shall be fully responsible for any property damage or personal injury related to use of the equipment rented under this agreement and agrees fully to indemnify Lessor with respect to any claims, including without limitation any legal fees Lessor may deem reasonably appropriate in the enforcement of this clause or the defense of any such claim.

20. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been treated to some extent with waterproofing compound, no tents are guaranteed to be waterproof and leaks do occur from time to time.

21. Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents. If tent is damaged unrepairable, lessee is held fully responsible for its replacement, for the value at time of rental.



Equipment Rental Agreement

22. Lessee agrees to furnish Lessor access to, and the right to use, Lessee's electrical and power lines for installation and operation of the rented equipment. Lessee also gives lessor and his crew access to connect water hoses used for inflatable bounce houses, or to fill water barrels to be used for tent anchoring.

23. Lessee agrees to have all Underground Facilities in the vicinity of the Equipment installation clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all Underground Facilities.

24. DEPOSIT NEEDED IS 30% AND IS NOT REFUNDABLE. LESSEE AGREES THAT ANY PREPAYMENTS OR DEPOSITS PAID TO SECURE ORDERS THAT ARE OVER THE INITIAL 30% ARE ONLY SUBJECT TO A FULL REFUND IF LESSEE CANCELS THE RESERVATION AT LEAST 90 DAYS PRIOR TO THE EVENT! IF THE CANCELLATION IS MADE BEFORE 90 DAYS OF EVENT; ANY AMOUNTS PAID OVER THE MINIMUM 30% DEPOSIT WILL BE REFUNDED. IF CANCELLATION IS MADE WITHIN 90 DAYS OF THE EVENT ANY PAYMENT OVER THE INITIAL DEPOSIT WILL BE REFUNDED AT 70%.

Lessee is to print and sign name below:

PRINT _____

SIGN _____

DATE _____