

## **Rental Agreement/Contract**

### Temecula Valley Party and Event Rentals

**Individuals wishing to rent equipment are required to submit a minimum of a 50% security deposit (cash, check or credit card) and may be asked to provide current, valid driver's license or state identification card. A valid credit card will be required on file to secure the order as well as during the rental period.**

All rentals are to be prepaid, or Cash on Delivery, unless a charge account has been previously established. Open account customers in good standing may submit a signed purchase order in lieu of a security deposit.

A signed contract, or lack thereof, DOES NOT relieve you from personal, financial responsibility and obligation of payment for your reservation, and the terms of Temecula Valley Party and Event Rentals, RENTAL AGREEMENT. It is implied that if a reservation is placed and a deposit has been provided for securing the reservation with intent to take delivery of the goods, that you fully intend to take delivery of the goods. Only upon cancellation, which all cancellation terms of this agreement apply, may you relieve yourself of the financial obligation and responsibility to pay in full; unless your cancellation does not meet the requirements set forth in this agreement by which 100% of the payment shall apply. Such fees include but are not limited to: rental equipment fees, delivery fees, set-up fees, labor fees, damage waiver fees and any other fee associated with the special circumstances of your reservation. This is NON-NEGOTIABLE and it is YOUR responsibility to know with whom and the date and circumstances regarding your event. Double booking, the absence of a signed contract with Temecula Valley Party and Event Rentals or any other circumstance within YOUR control holds you fully responsible to these terms.

Some of the equipment we rent requires training prior to its use. We suggest that the person(s) designated to operate such equipment get a lesson in operation from us prior to the event. We will not be responsible for machines that do not work properly if no lesson was given prior to use or if the individual responsible for operating and maintaining the machine is present at the time of delivery.

You will be responsible for the equipment from the time the equipment is delivered and set up to the time it is picked up. Please make sure the

Initial \_\_\_\_\_

equipment is secured when not in use and protected from wind and water hazards such as inclement weather, outdoor sprinklers, pools, pets including wet or damp surfaces. You will be charged up to full replacement cost for any damaged or missing items. You will be charged a \$50 - \$150 cleaning fee if the equipment is returned dirty. If we are forced to take legal action to recover our equipment, you agree to pay for any and all legal fees. Additionally, we retain the right to charge for loss of use, for the time the equipment is not in our possession.

**DELIVERY/SET-UP:** The charge for delivery is based on your zip code. The delivery is to the site and pick-up from the site. Delivery charge may be higher for some locations. Deliveries made to ground level only, therefore please make sure your delivery arrangements are explicit, as there may be extra charges if stairs or long distance carrying is involved. Set up of items, other than tables and chairs, is available for an additional 25% fee based on the total invoice price; teardown is not included in this fee. If rental items are not broken down the way they were delivered a 25% breakdown fee will apply.

**CANCELLATIONS:** Due to the high demand for equipment, it is necessary for us to have reservations guaranteed in advance in the form of a security deposit. You may cancel any time up to 60 days prior to the delivery or will call date of your rental equipment with no cancellation fee and expect a full refund on any deposit. If you cancel 14 days (45 days for one of a kind and vintage items) prior to your delivery date or will call you will be charged 50% of your total rental equipment cost. Cancellations made less than 7 days will be charged 100% of the rental cost for all equipment reserved.

**LATE FEES:** You are expected to pay the final due amount one day prior to taking delivery of your equipment. Failure to pay in full within a 30 day time frame from your delivery date shall result in a 15% late fee. This fee is assessed on the total contract amount including all related delivery fees and other expenses. For each 30 net days beyond your initial 30 day period, a compounded 15% rate shall apply for each additional 30 day period. There is no cap to the amount of compounded late fees that apply to your delinquent account.

**DELIVERY/PICKUP DELAY IMPACT FEES:** It is not necessary to be home for your rental equipment items to be delivered or picked up. If you have a gate code, pad lock on your side gate, business hours that you may be closed, or other circumstance that would hinder our ability to deliver or pick your items up, it is imperative you notify our office staff well in advance. We charge a fee of \$1.00 (One Dollar) per minute for waiting unnecessarily, and

Initial\_\_\_\_\_

we charge one additional delivery fee per occurrence where we must return to deliver or pick the items up from your location if such an inconvenience occurs. If the delay creates a circumstance where the items are needed for another event and are not made available to that customer due to your lack of planning, then we will charge you **TEN TIMES** the rental rate for each item that is made unavailable.

**WILL CALL LATE FEES:** You are expected to return all of your rental equipment on or before the date specified on your contract. Failure to return all of the items on or before the return date shall result in a 10% fee based on the total contract amount, and charged for each business day the items are late until they have been returned in full to our possession.

**DAMAGE TO VEHICLES WHILE LOADING/UNLOADING:** As a courtesy service to our customers, Temecula Valley Party and Event Rentals assists in loading and unloading rental equipment on/off your vehicle. You shall hold harmless Temecula Valley Party and Event Rentals a result of any damage, however slight, as a result of this courtesy service. Due to driving and road conditions beyond our control, Temecula Valley Party and Event Rentals employees are instructed to, under no circumstances, secure, strap or tie down rental equipment on a customer's vehicle. Any damage to the vehicle or equipment as a result of poorly secured equipment is the responsibility of the renter. If under special exception an employee does secure rental equipment on the vehicle, it remains the renter's responsibility to re-check the security of the straps, ropes, knots and to drive in a safe manner. Any damage to the vehicle or equipment as a result of an employee securing rental equipment shall remain the renter's responsibility.

**CLEAN UP & PREPARATION FOR PICKUP:** All floral arrangement, 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 in designated location as delivered. 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. All Equipment, except linen, must be returned clean and dry. (Do not put wet linen in plastic bags on hot days as it will mildew and a cleaning charge will be charged), or a charge will be added for items requiring cleaning upon return, which charges Renter agrees to pay within ten (10) days of notice of charge or at Dealers discretion placed on the charge card on file for security. We do offer party cleanup, ask a sales person if needed.

**RENTAL PROPERTY DAMAGE:** Customer agrees to pay for any damage or loss of the goods, as an insurer, regardless of cause, while the goods are out of the possession

Initial \_\_\_\_\_

of Temecula Valley Party and Event Rentals. Customer also agrees to pay a reasonable cleaning charge, as determined by, Temecula Valley Party and Event Rentals for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged or lost goods. Equipment damaged beyond repair will be paid for at its full replacement value. The cost of any repairs will be assessed by Temecula Valley Party and Event Rentals or a provider of Temecula Valley Party and Event Rentals. One of a kind and vintage rentals are excluded from the Damage Waiver.

**DAMAGE WAIVER:** Temecula Valley Party and Event Rentals agrees, in consideration of an additional charge as listed on the face of this contract, to modify the responsibilities of the Customer created under "RENTAL PROPERTY DAMAGE", regarding equipment damaged while in Customer's possession or control. Notwithstanding the "RENTAL PROPERTY DAMAGE" noted above, Customer accepting Damage Waiver is not responsible for damage to or destruction of the rental equipment except as follows: (a) Any form of loss or theft of equipment; (b) Damage due to Customer's neglect or misuse; (c) Loss by willful neglect or abuse. If requested, Customer agrees to furnish Rental Company with a police report on all damage to which this damage waiver modification applies. Customer is required to return damaged equipment, including broken pieces, whether still useful or not.

**EXCLUSION:** This protection does not insure against theft, loss, mischievous damage, mysterious disappearance or vandalism, during transport, mildew or holes in linens, damage due to weather or sprinklers. All damaged or broken equipment must be returned or Renter will be charged replacement cost of the Equipment and agrees to such. This protection does not include cleaning equipment. It is for damage or breakage only and does not include "one of a kind" or "specialty" items.

**DISCLAIMER OF WARRANTIES:** TEMECULA VALLEY PARTY AND EVENT RENTALS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER. INCLUDING, BUT WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ANY ASPECT OF INSTALLATION OR SET-UP, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure or defect of the Equipment shall be the termination of rental charges at the time of failure, provided that written notice of termination is immediately given to Temecula Valley Party and Event Rentals and the Equipment is returned to Dealer within 24 hours after such failure or defect identification.

#### **INDEMNIFICATION AND RELEASE OF LIABILITY**

**Indemnification/Hold Harmless:** Customer assumes all liability for, and agrees to defend, indemnify, hold harmless and protect Temecula Valley Party and Event Rentals, its owners, shareholders, agents, officers, directors, employees, successors and assigns ("Temecula Valley Party and Event Rentals Indemnified Parties") from and against any and all liability, claims, demands, losses, damages, injuries, penalties, suits, actions, cost, and expenses, including attorney's fees and costs of every kind and nature, including but not limited to injures or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the

Initial \_\_\_\_\_

Rental Items however caused. Except claims or litigation arising solely from the gross negligence or willful misconduct of the Temecula Valley Party and Event Rentals Indemnified Parties

**TITLE:** Title to the Equipment is and shall remain with Temecula Valley Party and Event Rentals at all times, including the Rental Term under this Rental Contact.

**Prices and terms are subject to change without notice.**

### **USE OF EQUIPMENT TERMS AND CONDITIONS**

1. I have been shown a thorough demonstration on the correct operation and safety features of each piece of equipment.
2. I have been given full and ample opportunity to inspect all rental equipment and find no obvious damage. As a result, misuse or improper operation of equipment which results in any injury, damage, personal loss or Death as a result of my or my guests' misuse or negligence is NOT the responsibility of Temecula Valley Party and Event Rentals.
3. I understand that negligence on my part or the part of my guests in regards to operation or use of rental equipment does not constitute negligence on the part of Temecula Valley Party and Event Rentals and will not hold Temecula Valley Party and Event Rentals responsible for any injury, damage, personal loss or death as a result of my or my guests' negligence.
4. Temecula Valley Party and Event Rentals has not supplied any alcohol for my event.
5. I am responsible for the safety, storage, preparation, cleanliness and correct operation of all rental equipment, accessories and food items associated with the rental equipment.
6. I have allowed Temecula Valley Party and Event Rentals to act as my contractor to set-up, connect, display and begin operation of all rental equipment and will not hold Temecula Valley Party and Event Rentals responsible for any incorrectness or negligence as a result. Temecula Valley Party and Event Rentals will set up equipment to "The best of their ability" and are not and should not be considered experts in the construction, operation, placement or display of any rental equipment.
7. The following conditions regarding specific equipment shall be agreed upon and any action not in strict adherence to the guidelines below shall result in FULL REPLACEMENT VALUE of each damaged item:  
**Dance Floors:** Dance floors shall only be placed on a flat, hard surface free of debris such as gravel, rock, dirt or any other hard substance that may scratch or otherwise cause abnormal wear on the surface. The dance floor shall be placed in a location away from water hazards such as pools or sprinklers. If the threat of rain exists, the dance floor must be completely covered and

Initial \_\_\_\_\_

secured from any water invasion or completely removed from the area and stored in a dry location. It is the RENTER'S responsibility to take such action. Any water damage to the dance floor will result in a full replacement charge for each damaged panel.

**Tents, Canopies, Umbrellas:** It is the responsibility of the renter to communicate to Temecula Valley Party and Event Rentals of any underground wiring, pipes, sewage systems, or anything else that could interfere with the tent stakes. Stakes are driven between 1-3 feet under the ground. If any underground systems are not communicated to Temecula Valley Party and Event Rentals personal or incorrect information is given, Temecula Valley Party and Event Rentals will not be responsible for any underground damage. All tents, canopies and umbrellas are subject to wind hazards. It is YOUR responsibility to secure items in windy conditions where a possible threat of damage may occur. On occasion, canopies and umbrellas are not secured to any ground weight or stake and may blow over causing damage to the equipment or injury to a person. Because Temecula Valley Party and Event Rentals cannot be at your location at all times, YOU are responsible for the liability. Once secured, all tents and canopies may not be moved or removed from the location in which it was placed by an employee of Temecula Valley Party and Event Rentals, nor shall you alter or modify the form in which the equipment was secured. Doing so violates the terms and conditions of this agreement and any damage or injury as a result shall be your responsibility. The only exception to this condition is for complete removal and take-down after an event or in the event of an emergency.

8. All accessories and additional concessions not considered a "connected part" of the rented equipment provided by Temecula Valley Party and Event Rentals have been delivered and released into my possession as new, unopened packages. I understand that Temecula Valley Party and Event Rentals uses third party manufacturers and suppliers to provide accessories necessary for the operation of some rental equipment and that although the Temecula Valley Party and Event Rentals label may appear on the package; Temecula Valley Party and Event Rentals plays no role in the actual manufacture, packaging, shipment storage or delivery of the item.

9. I have had all questions regarding this addendum and entire rental agreement answered to my satisfaction.

10. I will clean all items rented, this includes rinsing silverware, place settings, chairs and tables including removing any staples, tape and gum from the bottom of the tables. A cleaning / damage fee will apply for any item returned dirty / damaged of not less than \$50 - \$150 dollars. Others items that are damaged may cost more to repair / replace those items include but are not limited to: Canopies, Tents, Tables, Chairs, dance floors, linens, dish-ware, flatware, audio visual equipment, concession equipment, bars, are themed rentals, furniture and decor.

11. I will accept full responsibility for any accident, loss, damage, injury, theft, loss of limb, death or any other conceivable misfortune or accident that may occur as a result of the use, operation, transport or ingestion by myself or any of my guests.

Initial \_\_\_\_\_

12. Compliance with Laws, I acknowledge that Temecula Valley Party and Event Rentals has no control over the use of the Equipment by Renter and Renter agrees, at his sole expense, to comply with all Municipal, County, State, and Federal laws, ordinances and regulations including the Occupational Safety and Health Administration Act at 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment.

Initial\_\_\_\_\_

**Temecula Valley Party and Event Rentals reserves the right to refuse rental and service to anyone. It is implied that by receipt of a confirmation email or confirmation by written, verbal or any other source that you have read and fully understand the terms and conditions of this agreement. By signing the "Temecula Valley Party and Event Rentals Invoice/Contract" you are committing and agreeing to all the terms and conditions of this rental agreement. If no such contract exists or was not signed, it is implied that your intent, coupled with the publicly and easily accessibility of this agreement, shall perpetuate and solidify the agreement. What this means is contract or not, if you took the time to read this or not, you will be held to these terms both financially and personally if you placed an order with Temecula Valley Party and Event Rentals.**

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT, AND SUPERSEDES ALL PRIOR CONTRACTS.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Return a Signed copy to:

Temecula Valley Party and Event Rentals

**Returned Checks.** Returned checks are subject to amount of check, cost of mailing notice, and three times the amount of check in punitive damages, (minimum \$100 & maximum at \$1500), per Section 1719 of the Civil Code.

Please note that if you choose to use an alternative form of payment, payment time-frame remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Billing Phone \_\_\_\_\_

Email \_\_\_\_\_

Account Type: Visa, MasterCard

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ (dd/YY)

CVV2 Number \_\_\_\_\_ (3 digit number on back of Visa/Mastercard)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_.

I authorize Temecula Valley Party and Event Rentals to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Initial \_\_\_\_\_