



## RENTAL CONTRACT

### TERMS & CONDITIONS

NAME (PLEASE PRINT)

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ORDER NUMBER

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DATE OF EVENT

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Snyder Event Rentals & Staffing (aka SER), hereby agrees to lease to Client the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

#### 1. DELIVERY/PICK UP

Delivery service is available on most orders. All fees are based on tailgate delivery per truck and charged by geographic location. Additional delivery charges may occur with rental orders requiring more than one delivery and/ or truck. Responsibility for equipment remains with the client from the time of delivery to the time of pick up. If client is not available upon delivery, it is assumed that the items were delivered correctly and therefore client is responsible for all missing items. Delivery and pick-up times are subject to change without notice. Delivery and pick-up dates and times are not guaranteed.

#### 2. CLEANING.

China, Glassware, and Flatware must be returned free of debris and repacked properly in the crates and/or racks provided or additional charges will be assessed.

#### 3. LINENS. DO NOT ROLL UP OR PLACE WET LINENS IN ANY PLASTIC BAG.

Mildew may result. Damage such as mildew, burns or tears will be billed to the client the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

#### 4. DAMAGE WAIVER.

For security against damaged items, a non-refundable damage waiver of 8% will be added to all rental orders. THE CLIENT UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. The Client may decline Damaged Waiver charge by making a cash deposit equal to full value of equipment. Damage Waiver does not cover theft or vandalism.

## 5. TENT RENTAL.

I. Client agrees to release SER of liability caused by damage to any property during tent installation and/or strike. Damages to property include, but no limited to, water lines, gas lines, irrigation lines, grass, shrubs, flowers, scratches or cracks on the installed surface.

II. Water barrel installation is offered but is not a preferred form of securing a tent. SER has the right to deny this type of tent installation. Asphalt installation is a routine operation requiring that we drive iron stakes approximately 3 feet through the surface.

III. No tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.

IV. Client assumes all weather related risks involved in holding an outdoor tented event. SER will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond SER's control, Client shall still be liable for payment in full.

V. 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.

VI. Client agrees that in the event of a predicted or actual storm or excessive winds, SER may dismantle any equipment that has been previously installed to ensure safety of all involved.

VII. Client agrees to have the chosen tent site to be free and clear of all obstacles, natural and man-made, prior to the arrival of SER's tent installation crew.

VIII. Client also agrees to have all tents clear and free of obstacles, décor, furniture, etc. prior to the arrival of SER's tent striking crew. Failure to have tent site ready for strike may result in delayed pick-up and/ or additional labor charges.

## 6. INDEMNIFICATION & DEFENSE.

Client assumes liability for, and shall indemnify, defend and hold harmless SER, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including SER), operation ownership, selection, delivery, leasing, or return of equipment, regardless of wear, how, and by whom operated, or any failure on the part of client to perform or comply with the condition of this lease. Without limiting the generality of forgoing, client shall, at its own cost and expense, defend SER against all claims, suits or proceedings commenced by anyone in which SER is named as a party for which SER is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by SER, and client shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming SER as a party. SER may, in it's sole discretion, elect to defend said action on its own behalf with counsel of its choice, and client shall be liable for and reimburse client for all costs, expenses, and attorneys fees incurred by SER in such defense.

## 7. ADDITIONAL CHARGES.

Additional charges may apply if:

- (1) The site is not ready or accessible when the crew arrives.
- (2) Rented equipment is not ready for prearranged pick-up.
- (3) Delivery or pick-up is from any location other than that agreed.
- (4) Customer requires deliveries or pickups before or after normal business hours.
- (5) Site requires custom tent installation.

## 8. REFUNDS.

Once equipment is accepted for delivery we cannot refund any portion.

I have read and agree to the above terms & conditions and acknowledge receipt. This contract is valid for all rentals purchased by this client.

CLIENT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_