



EVENT
COMAL RENTAL CO.

710 W. San Antonio Street
New Braunfels, TX 78130 Tel: (830) 625-0392

RENTAL AGREEMENT TERMS & CONDITIONS

- 1. INSPECTION.** The Renter acknowledges that they have had an opportunity to personally inspect the equipment/linen and find it suitable for their needs and in good condition, and that they understand its proper use. The Renter further acknowledges their duty to inspect the equipment prior to use and notify Comal Event Rental of any defects. Failure to notify Comal Event Rental of unusable items prior to the event will prohibit any credit being applied. We charge for all time out. There will be no credit for unused items.
PLEASE NOTE: Our rental tables do require a cover of some sort. Whilst we do our utmost to keep them in a tidy condition they are functional not pretty. Please keep this in mind when you are making a decision to rent.
- 2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Renter agrees to discontinue use and notify Comal Event Rental, who will replace the equipment with similar equipment in good working order, if available. Comal Event Rental is not responsible for any incidental or consequential damages caused by delays or otherwise.
- 3. WARRANTIES.** There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for the Renter's intended purpose and / or that it is free from defects.
- 4. HOLD HARMLESS AGREEMENT.** Renter agrees to assume the risks of, and hold Comal Event Rental harmless for, property damage and personal injuries caused by the equipment and / or arising out of Comal Event Rental's negligence.
- 5. INDEMNITY.** Renter agrees to indemnify and reimburse Comal Event Rental for all liabilities to Renter, his agents or third parties arising out of the use of the goods or a breach of this contract by Renter, including those arising from Comal Event Rental's negligence.
- 6. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract: (a) use for illegal purpose or in an illegal manner; (b) Use when the equipment is in bad repair or is misused; (c) Improper, unintended use or misuse; (d) Use by anyone other than the Renter or his employees, without Comal Event Rental's written permission; (e) Use at any location other than the address furnished to Comal Event Rental without Comal Event Rental's written permission. (This does not apply to mobile equipment.)
- 7. RESPONSIBILITY.** From the time the item(s) is/are collected by or delivered to the Renter until the time the item(s) is/are returned to or collected by Comal Event Rental, the Renter is responsible for the item(s). If the rented item(s) is/are lost, stolen or damaged while in the Renter's care, regardless of fault, the Renter is responsible and shall remit to Comal Event Rental, upon demand, the full retail replacement value of the rental item(s), including labor and shipping costs where applicable.
- 8. RETURN INSTRUCTIONS.** If the rental items return instructions, including cleanliness of dishware, glassware, flatware and cooking/food service items – rinsed or wiped free of food/drink and placed in the original container – and handling of soiled linens – shaken, stored dry and placed in linen bags provided – are not followed, additional charges will be assessed and collected from the Renter. The Renter hereby authorizes Comal Event Rental Company to assess such charges and to collect, immediately and upon demand, any balance due.
- 9. TIME OF RETURN.** Renter's right to possession terminates on the expiration of the rental period and retention or possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
- 10. REPOSSESSION.** Upon a failure to pay rent or other breach of contract, Comal Event Rental may terminate this contract and take possession of and remove the goods from wherever they are, and Comal Event Rental and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
- 11. SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.
- 12. CANCELLATION POLICY.** Comal Event Rental requires a minimum of 48 hours' notice of Renter's wish to cancel all or part of rental order. A 25% cancellation fee may apply if cancellation is received within 48 hours of the event/delivery date. Cancellation of **ANY** tent rental at **ANY** time is subject to 50% cancellation fee as per rental policy stated at time of quote. There will be NO refund for any special ordered linens or equipment if cancelled.

13. LOADING AND UNLOADING GOODS. Renter is responsible for loading and unloading goods. If Comal Event Rental's employees assist in loading or unloading the goods, Renter agrees to assume the risk of, and hold Comal Event Rental harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of Comal Event Rental or its employees.

14. CUSTOMER PICK-UP. Renters picking up their rental item(s) may do so between the hours of 9am – 4pm, Monday through Friday and 9am – 12noon Saturday on the date specified on the Rental Order. Comal Event Rental is closed on Sunday. Weekend rentals must be returned to Comal Event Rentals on Monday (following the Renter's event), or as specified in the Rental Order. Renters must ensure that their vehicle is appropriate for transporting the rented item(s). Renters must bring necessary pads, blankets, tie downs and other items needed to protect their vehicle (from damage) and to ensure against damage to the rented item(s). Comal Event Rental reserves the right to refuse access to the rented item(s) if it cannot be transported safely and/or without damage to property or person.

15. DELIVERY. When an order is scheduled for delivery, renters may request an AM (9am – 12noon) or PM (1pm – 4pm) delivery slot. Time specific deliveries (within a one hour window) will be considered and scheduled where possible; an additional charge may be applied. If no delivery time is requested by the Renter the delivery will be scheduled by Comal Event Rental to best fit the schedule on the day. **Delivery is TO THE DOOR.** Additional charges will apply for stairs, steep embankments or other hazardous/difficult delivery situations. The Renter hereby agrees that failure (on the Renter's part) to disclose such conditions shall result in post-rental charges, which charges the Renter hereby authorizes. Some set-up services are available but are not included in the delivery charge. **Additional charges apply for delivery or pick-up scheduled outside of normal business hours.**

16. DAMAGE WAIVER CHARGE. A 10% damage waiver fee will be charged on all linen & breakable rental items unless expressly declined by Renter below. Subject to the limitations and exclusions below, Comal Event Rental agrees to relieve the Renter of liability for accidental damage to the rented item(s) on this agreement, and for loss due to fire, windstorm, upset and riot. Comal Event Rental **excludes** from the waiver any loss or damage due to theft, burglary, collusion, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to failure to care for the rented item(s) as a prudent person would their own property. If such loss tends to indicate a crime may have been committed, Renter agrees to furnish a police report to Comal Event Rental within 48 hours. In the event that Comal Event Rental must resort to litigation to recover for damages caused to or loss of such property, Renter also agrees to pay all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges.

Damage Waiver Express Limitations & Exclusions

NO wax, glue or tape to be used on our linens, the damage waiver does not cover loss or damage caused by such items and will constitute misuse. Failure to follow rental instructions resulting in damage or loss is not covered by the damage waiver protection and will require payment of full replacement costs.

Renter or Authorized Agent

Date

DECLINE DAMAGE WAIVER

The Renter hereby declines benefits of Damage Waiver, as explained in item 16 above. The Renter fully understands that they are absolutely responsible for the retail replacement cost plus shipping, handling and any other customary charges should damage to or loss of Comal Event Rental item(s) occur. The Renter has supplied a signed credit card authorization form to Comal Event Rental and pre-authorizes the charge of any costs related to the loss of or damage to rental item(s) should it occur. If the credit card provided is not processed by the issuer, the Renter agrees to provide prompt payment (defined as 10 days from the date the Renter receives notification of any loss or damage) for any rental item(s) loss or damage in some other form acceptable to Comal Event Rental.

Renter or Authorized Agent

Date