



EVENT

COMAL RENTAL CO.

RENTAL AGREEMENT TERMS & CONDITIONS

1. INSPECTION. Lessee acknowledges that he has had an opportunity to personally inspect the equipment/linen and finds it suitable for his needs and in good condition, and that he understands its proper use. Lessee further acknowledges his duty to inspect the equipment prior to use and notify the Lessor of any defects.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify the Lessor who will 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.

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 Lessee's intended purpose and / or that it is free from defects.

4. HOLD HARMLESS AGREEMENT. Lessee agrees to assume the risks of, and hold Lessor harmless for, property damage and personal injuries caused by the equipment and / or arising out of Lessor's negligence.

5. INDEMNITY. Lessee agrees to indemnify and reimburse Lessor for all liabilities to Lessee, his agents or third parties arising out of the use of the goods or a breach of this contract by Lessee, including those arising from Lessor'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 Lessee or his employees, without Lessor's written permission; (e) Use at any location other than the address furnished Lessor without Lessor's written permission. (Does not apply to mobile equipment.)

7. TIME OF RETURN. Lessee'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.

8. DIRTY, DAMAGED OR LOST EQUIPMENT/GOODS. Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty. Equipment lost, stolen or damaged beyond repair will be paid for at its replacement cost. The cost of repairs will be borne by Lessee, whether performed by Lessor, or at Lessor's option, by others. Accrued rental charges cannot be applied against the purchase cost or cost of repair of damaged or lost goods. In case of loss by theft or other means, Lessee agrees to furnish a police report to the Lessor within 48 hours. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges.

9. REPOSSESSION. Upon a failure to pay rent or other breach of contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

10. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

***11. CANCELLATION POLICY.** Lessor requires a minimum of 48 hours' notice of Lessee's wish to cancel all or part of rental order. A cancellation 25% 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.

12. WAIVER OF CLAIMS. Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rented equipment.

13. LOADING AND UNLOADING GOODS. Lessee is responsible for loading and unloading goods, if Lessor's employees assist in loading or unloading the goods, Lessee agrees to assume the risk of, and hold Lessor harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Lessor or his employees.

14. The parties hereto of this contract are severable, and, in the event that any term or condition hereof is invalid under the laws of any state where used such term or condition shall be deemed not to be part of this contract in such state but shall not invalidate any other provision hereof.

15. CONTRACT SUPPLEMENT. Linen, table service, and tents are subject to the applicable contract supplement whether attached or not. you will be charged full replacement cost, and your rental fee will not be deducted from that replacement cost, for any linen that is: burned or has candle wax or mold / mildew; stained with any permanent markers or ink or from any source that cannot be removed; embedded glues or gum holding spots/strips; rips, tears, snags, stretch runs, holes; or not returned on time by contract. For removing wax, if possible, and any repair, a charge will be assessed.

16. LINEN DAMAGE. Do not allow wax to drip onto the linen or be used as a holding device for any decoration. Do not use any decoration that will bleed stains onto the linen, i.e.: colored streamers, flower petals, confetti or any organic that will cause a stain under wet or dry conditions. Never use our linens as draping, bunting, walkway covers, sun blocker or weather covers. Never store our linen in plastic bags, high temperatures locations such as car trunks, in the back of pick-ups, inside closed vehicles, un-cooled garages or back porches. Do not wash or treat with stain removers. Do not scrape or melt wax to remove or make any repairs.

17. All clips, hangers, bags, boxes and tags must be returned unless otherwise indicated by the Lessor.

18. Failure to notify the Lessor 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.

DAMAGE LIABILITY

LINENS

We have a NO TOLERANCE policy. If you get wax or glue or tape on our linens we will require you to purchase the linen at full replacement cost. If our linens are burned, torn, mildewed, permanently stained or not returned, we will require you to purchase the linen at full replacement cost.

PLATES - GLASSWARE - SILVERWARE - SERVINGWARE

All items must be rinsed clean of food particles and placed in the delivery containers. If any item is returned dirty you will be billed for our extra labor cost (cleaning fee). Any item not returned or returned broken will be billed at full replacement cost.

RESPONSIBILITY:

THE PERSON RESPONSIBLE FOR THE ABOVE IS THE PERSON WHO CONTRACTED FOR THE RENT OF THE ITEMS.

Notwithstanding any arrangements that you make with third parties, such as; caterers, event centers, family member or others - **YOU ARE RESPONSIBLE.**