



**SHOWTIME ENTERTAINMENT SERVICES LLC Rental Agreement Contract
TERMS & CONDITIONS**

Please read and initial every section

1. **RESERVING EQUIPMENT:** Rented inventory will be reserved upon a **50% nonrefundable** deposit of total invoice, and signed Rental Agreement Contract. A 50% nonrefundable deposit is all that's required to reserve your inventory and date, however if you choose to put more than 50% down for your deposit that amount you submitted and/or paid will be nonrefundable as well. The equipment cannot be sub-rented or used by any other party then that listed on the given Rental Agreement Contract. _____
2. **MISSING OR DAMAGED ITEMS:** Showtime Entertainment Services LLC will pick up the items on a specified date and at a time stated upon delivery and/or setup. If all property of Showtime Entertainment Services LLC is not present at time of pickup, these items will be considered missing. Missing or damaged items will be charged to the Responsible Party/ Renter at replacement cost. A detailed invoice of these items will be provided to client and you will have 15 days to make payment in full for missing or damaged items. There will be no exceptions. _____
3. **RENTED INVENTORY CLEANING:** Rented inventory from Showtime Entertainment Services LLC must be cleaned and returned in the manner that it was delivered to the renter; this includes tents, tables, chairs, and lighting etc. A cleaning deposit of (\$50 for chairs and tables) and (\$250 for tents) will be used to assure that these conditions are met. If all items are cleaned and meet Showtime Entertainment Services LLC.'s approval, your cleaning deposit will be refunded the day of inventory pickup. The amount for the cleaning fee will be listed on your invoice and Showtime Entertainment Services LLC will

determine, by inspection of rented items, if your cleaning deposit will be refunded.

4. **FINAL PAYMENT AND CANCELLATION:** Balances on invoices are due 60 days prior to the scheduled event date. Once renter is within 60 days of scheduled event, inventory order may be cancelled, however, the renter will still be responsible to pay for the remaining balance of their invoiced inventory. Final payment can be made by cash, money order, check, or credit card and is payable to "Showtime Entertainment Services LLC". No setup will take place until Showtime Entertainment Services LLC has been paid the entire balance on the renter's invoice. In the event that you would like to cancel your reservation, and it is before your 60-day deadline, you will need to contact Showtime Entertainment Services LLC. to request a cancellation form. Once you have received your form, completed and returned it to Showtime Entertainment Services LLC. Showtime Entertainment Services LLC. will have up to 30 days to refund any monies due to renter. _____

5. **DELIVERY & SET UP:** Showtime Entertainment Services LLC. will strive to accommodate client delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All inventory will be delivered and picked up at a designated location. The client must be available to count all items upon delivery **and** pickup; otherwise, Showtime Entertainment Services LLC.'S counts will be considered accurate. All tents, chandeliers, and tent heaters will be setup and/or placed by Showtime Entertainment Services LLC. employees. **All side weather panels will be hung by Showtime Entertainment Services LLC Employees. If side weather panels are on and are taken off by renting party, they need to be dried and folded neatly and put with other rented inventory, so that they can be found by Showtime Entertainment Services LLC Employees. If this is not done, you will forfeit the cleaning deposit.** Tent heater will remain in location placed during setup, and will not be moved, unless Showtime Entertainment Services LLC. employees approve it. Chandeliers will be hung and or placed by Showtime Entertainment Services LLC. with a cord ending at the bottom of each center pole. It is the responsibility of renter to bring power into the tent to either hook and/or plug into. Mowing should be done at least 4 days prior to tent setup; a collection system is recommended to collect the grass clippings. **Fresh mowed grass will stick to our tents and make it hard to clean; failure to abide will result in a forfeit of renting party's cleaning deposit.** All Showtime Entertainment Services LLC. tables must be covered with some type of linen or table cloth to protect from stains. _____

6. **DELIVERY/PLACEMENT OF RENTED INVENTORY:** All tables, chairs, lights will be the renter's responsibility to hang, and/or setup. All tables, chairs, lights, and any other rented inventory will be placed under the center of the tent by Showtime Entertainment

Services LLC Employees, so that the renting party can easily locate it. Renter assumes all liability for placement of items in this paragraph. _____

7. **TENT SETUP:** It is the responsibility of the renter to request, sufficiently ahead of the event, a "Pennsylvania One Call" for all underground utilities and to communicate to Showtime Entertainment Services LLC of any underground wiring, pipes, sewage systems, or anything else that could interfere or be damaged by the tent stakes installation. Stakes are driven between 1-to-4 feet into the ground. Cement anchors are available on certain tent structure but an additional financial charge is required for this option. If any underground systems are not communicated to Showtime Entertainment Services LLC. personnel and/or incorrect information is given, renter will indemnify Showtime Entertainment Services LLC., and its employees will not be responsible for any damage. Showtime Entertainment Services LLC.'s Team has the right to refuse setup of any tent structures if they feel the site provided is unsafe in any way. It's the responsibility of the renter to provide a safe and dependable site for tent structure setup. _____

8. **CLEAN UP & PREPARATION FOR PICKUP:** All floral arrangements, trash, and decorations of any kind should be removed from tent or other rental equipment before scheduled pickup time. You will forfeit the cleaning deposit if Showtime Entertainment Services LLC has to clean off rented inventory. **All tables, chairs, lights and any other rented inventory will be stacked, by renter, in the same spot and same way as it was left by Showtime Entertainment Services LLC. employees. All tables, chairs, and lights need to be clean and dry when Showtime Entertainment Services LLC employees arrive for pickup. Showtime Entertainment Services LLC will not be flexible at all on the condition of rented inventory, so please treat with respect. You must leave an access route for Showtime Entertainment Services LLC. Employees, so they can get close to their rented inventory for setup and retrieval. Failure could result in loss of cleaning deposit.** _____

9. **WEATHER:** Tents are temporary structures designed to handle normal weather conditions. SEVERE WEATHER CONDITIONS, INCLUDING BUT NOT LIMITED TO, HIGH WINDS, HEAVY RAIN, AND LIGHTNING STRICTLY PROHIBITS THE USE OF RENTAL EQUIPMENT. Immediately seek shelter and contact Showtime Entertainment Services LLC. to inform them of the weather condition. Renter is solely responsible for identifying weather conditions. _____

10. **FORCE MAJEURE:** If Showtime Entertainment Services LLC.'s performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with, by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the

reasonable control of Showtime Entertainment Services LLC.'s , then upon giving prompt notice to the Renter, Showtime Entertainment Services LLC. shall be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting there from shall not be considered a breach of this Agreement. _____

11. **RESPONSIBILITY OF EQUIPMENT:** The responsibility of the equipment remains with the client from the time of delivery to the time of pickup. Please, be sure all equipment is secured when not in use and protected from the weather. All collection-fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the client's responsibility. Be sure all equipment is returned according to these terms & conditions. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. Renters are responsible for any situation that might occur at and/or during their event. Renters agree not to hold Showtime Entertainment Services LLC. or its employees responsible for damages or injury resulting from the rented tents, or any inventory rented, or received from Showtime Entertainment Services LLC. _____

12. **INSURANCE:** Renters are advised that they may purchase their own insurance to cover any damages to rented inventory and are required to purchase sufficient liability coverage for their scheduled event. The renter is aware that they are responsible for any and all damages done to Showtime Entertainment Services LLC.'s property. **Liability coverage for event is the responsibility of the renter and not that of Showtime Entertainment Services LLC. RENTER'S LIABILITY POLICY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS Showtime Entertainment Services LLC. FROM ANY AND ALL CLAIMS WHETHER RELATED TO RENTED PROPERTY OR OTHERWISE.**

12. **LIMITATION ON LIABILITY:** Showtime Entertainment Services LLC. may only be responsible for ACTUAL damages caused, intentional acts, or gross negligence.

14. CONFESSION OF JUDGMENT:

RENTER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND AN OPPORTUNITY FOR HEARING, UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA, CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST RENTEE BY SHOWTIME ENTERTAINMENT SERVICES LLC. BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER, OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT, AGAINST ANY AND ALL PROPERTY OF RENTER, HEREBY INTENTIONALLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION, IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF RENTER, IN EACH CASE, WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE

HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

RENTER, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY, OR ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR RENTER, TO APPEAR FOR RENTER IN SUCH COURT, AND CONFESS JUDGMENT AGAINST RENTER AND IN FAVOR OF SHOWTIME ENTERTAINMENT SERVICES LLC., ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING THE OCCURRENCE OF AN EVENT, OF DEFAULT HEREUNDER, FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL PRINCIPAL INDEBTEDNESS HEREUNDER, TOGETHER WITH UNPAID INTEREST AND ATTORNEYS' FEES, NOT TO EXCEED 5% OF THE UNPAID BALANCE OF SUCH INDEBTEDNESS (BUT IN ANY EVENT NOT LESS THAN ONE THOUSAND [\$1,000.00] DOLLARS), WITH COSTS OF SUIT, AND RELEASE OF ALL ERRORS, AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS NOTE OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL INDEBTEDNESS. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF, ANY OTHER RIGHT OR REMEDY AVAILABLE TO SHOWTIME ENTERTAINMENT SERVICES LLC. UNDER THIS NOTE OR OTHERWISE.

RENTER AGREES THAT RENTER IS WELL INFORMED ABOUT THIS CONFESSION OF JUDGMENT CLAUSE. RENTER UNDERSTANDS THAT IF RENTER FAILS TO MAKE PAYMENT WHEN DUE OR FAILS TO PERFORM OR ADHERE TO THE TERMS AND CONDITIONS OF THIS NOTE, SHOWTIME ENTERTAINMENT SERVICES LLC. CAN PROCEED UNDER THE CONFESSION OF JUDGMENT CLAUSE TO TAKE RENTER'S PROPERTY FROM RENTER (INCLUDING, BUT NOT LIMITED TO, REAL ESTATE, BANK ACCOUNTS, STOCKS AND BONDS, PERSONAL PROPERTY, ETC.) WITHOUT ANY PRIOR NOTICE TO MAKER OR HEARING BY THE COURT HAVING JURISDICTION. MAKER HAS CONSULTED WITH INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS NOTE REGARDING THE TERMS AND CONDITIONS OF THIS NOTE, AND SPECIFICALLY REGARDING THE EFFECT OF THIS CONFESSION OF JUDGMENT CLAUSE. RENTER HAS READ AND UNDERSTANDS THIS CONFESSION OF JUDGMENT CLAUSE AND VOLUNTARILY AND KNOWINGLY SIGNS THIS NOTE CONTAINING THE CONFESSION OF JUDGMENT CLAUSE.

Signature of renter acknowledging confession of judgment:

- 15. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties,

written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto. _____

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT. Please initial each section of this agreement and sign below.

Customer/ Renter Signature _____

Date _____

Showtime Entertainment Services LLC.'s Signature _____

Date _____

Scheduled Event Date _____

Scheduled Setup/Delivery Date _____

Scheduled Return/Pick up Date _____

Address of Rental Setup and or Deliver Location _____

Tent Setup on Grass, Pavement, Gravel, Cement or Etc.... _____

Contact Phone # _____ Email Address _____

Renter's Name (Please print) _____ Date _____

Address of Renter _____

Showtime Entertainment Services LLC. will contact the Renter to determine delivery and/or setup day and time. Rented equipment will be delivered and/or setup prior to the scheduled event date listed below, and rented equipment will be retrieved by Showtime Entertainment Services LLC. the next calendar day after scheduled event, unless other arrangements have been made with Showtime Entertainment Services LLC. If for any reason, rented inventory is not available for retrieval by Showtime Entertainment Services LLC. on the scheduled return date, and this is caused by the Renter, a fee of \$100.00/day plus mileage will be assessed to responsible renting party, unless arrangements have been made with Showtime Entertainment Services LLC in writing. Please check Renter's agreement above for any questions on renting Responsibilities, Rights, Obligations and Information. Thank you for using Showtime Entertainment Services LLCs. Initial please that you have read _____

Equipment Rented Listed Below

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____

Thank You for Choosing Showtime Entertainment Services LLC. It's important for us to let you know that your date and inventory become booked when Showtime Entertainment Services LLC. receives your deposit and completed contracts. We often have customers requesting the same dates and inventory, because of this we need to receive your deposit and contracts in a timely manner, AS YOUR DATE IS NOT RESERVED UNTIL THE ABOVE ITEMS ARE RECEIVED. Thank you once again, Showtime Entertainment Services LLC.

Return Address:
Showtime Entertainment Services LLC.
128 School Bus Road
Somerset, PA 15501