***PARTY RENTALS BY JAMES STAROSTA***

***5834 Main Road Hunlock Creek Pa 18621***

***570-760-8027***

**Event Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Setup Date Desired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Take Down Date Desired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Renters Name (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Renter signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Event Location (if different)***

**Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Terms and Conditions**

**Deposit**

**By paying the 50% non-refundable DOWN PAYMENT you are agreeing to our rental contract.**

**Please send in a minimum 50% NON-REFUNDABLE down payment to secure the reservation. The 50% down payment is non-refundable under any circumstance, but dates can be rescheduled subject to the new date being available.  Down payment is also non-refundable for any cancelation due to a shelter in place/quarantine/pandemic event.  Your down payment can be applied to a future rescheduling with dates subject to availability.**

**Damage Waiver**

**The damage waiver covers accidental damage or damage caused by natural events. It does not cover negligence, abuse, or lost items.**

**Delivery**

We DO NOT deliver to Airbnb (or similar), or public parks.  If we find out after reservation that it is an Airbnb (or similar) or a public park, the order will be canceled.

**Delivery can be anywhere from 1-3 days before the event depending on the size and type of event.  Delivery day is at our discretion.  You can request a specific day/time - additional charges may apply.  If the delivery location has certain time constraints, then we are more than willing to work within them for most instances, or you want to request a specific delivery day or time let us know.  Extra charges may be applied for special requests of delivery days or times. Feel free to contact us at any time for delivery questions, but understand that if the date is still some time away, we will only be able to give you an estimated delivery day.**

**We deliver with Box trucks or Vans with or without trailers. It all depends on the schedule and other rentals we are delivering. If you have any obstacles over your driveway like an arch, low wires, or anything else, please let us know.  We are not liable for any damages caused to obstructions over your driveway that are not DOT compliant.  We can unload at the end of your driveway and charge a distance fee.  The distance fee is $50.00/100ft with the minimum being $50.00.**

***If your venue requires pick up the same night as your event - please let us know.  There is an additional charge for any late night pick ups.  The charge will vary on the size of the rental order and the time of required pick up.***

**Cancellations**

**-50 % down payment is nonrefundable after made.**

**-A 24 hour notice, or if truck is already loaded (trucks get loaded the night before) and any item, or whole order is cancelled – there is still a 100% charge.**

We are promising this equipment to you and missing out on the opportunity to rent it to someone else.  charges are non-negotiable.

\_\_\_\_\_**Damage waiver on Dishes, glassware and Silverware or any type of food service equipment including Fun Food machines (popcorn, cotton candy, Snowcone machines) is for damage only, not for missing items above 3 per item.  If damaged please place back in the rack it was delivered in, or if the item did not come in a rack, place to the side.  For any items that are missing above 3 per item (not total order) replacement cost will be charge.**

**\_\_\_\_\_*Chairs need to be stacked neatly back on dollies before pick up*.  There is a sticker on the back of most chairs designating which way is up - Please stack them neatly and correctly.  If chairs are not stacked or stacked in a sloppy manner, there will be a charge of $0.25/chair.  This method greatly helps us with efficiency and keeping labor costs down, which in turn allows us to provide the best price we can to each customer. Non padded chairs stack 50 high and padded chairs stack 25 high.**

**\_\_\_\_\_If renting a tent - please have tent corners marked with stakes, sticks, or spray paint before the delivery driver arrives.  It helps them speed up the process.**

**\_\_\_\_\_If delivery and set-up is up more than a few stairs, please let us know.  If we show up and there are a lot of stairs, we will amend the bill.  If we are told beforehand, we will let you know the price for the extra time involved.**

**\_\_\_\_\_Unless otherwise arranged the tables and chairs are not set up by us.  We will place them under the tent, and when we come to pick them up they must be returned to the way we had them on deliver. Stacked under tent or stacked on the cart provided by Party Rentals staff.**

**\_\_\_\_\_We cannot put a pole tent up over a driveway under any circumstance.  If you would like a tent on the driveway, please rent a frame tent.**

**\_\_\_\_\_Please have marked the location of where the tent is going before delivery, you can use sticks in the ground, paint, furniture or anything else - This helps us greatly with efficiency, thus keeping prices down for everyone.Know the type of tent and area needed for set up. Ordering the wrong size or style of tent (pole vs frame) we are not responsible for the wrong style. Example a 20x20 pole tent needs a 26x26 area for stakes and ropes. Frames may require ballast. Having a good flat pre-measured area is key to a successful delivery and set up.**

**\_\_\_\_\_If renting sidewalls they are not allowed to be removed.  We will show you how to open them up safely, so they do not get damaged.**

**\_\_\_\_\_No staples, tacks or pins can be used to attach your own things to any equipment. Any damage will result in a charge to fix or replace equipment.**

**\_\_\_\_\_No tape can be used on anything except for the under sides of tables.  At no time should tape be put on the vinyl of the tent. Any damage will result in a charge to fix or replace equipment.**

**\_\_\_\_\_If delivery location is not easily accessible, is on a hazardous road, or in a location where large trucks do not usually go there can be an audit to the final price.**

**\_\_\_\_\_All obstacles in the way of setting up the rented equipment need to be removed from the area, that includes tree branches that could be a hazard to the tent.  We are not authorized to touch or move anything that could be in the way.  If the clearing of the area takes more than 10 minutes, there will be a $10.00 charge for every 10 minutes after the first 10.**

**\_\_\_\_\_If holes need to be put in pavement, we do not fill them in after removal unless otherwise arranged. We do offer pavement plugs at an additional fee of $10 per asphalt plug.**

**\_\_\_\_\_Frame tent legs can slightly damage and scratch the surface they are set up on. Please understand this and that we are not responsible for any damages.**

Lessor hereby agrees to lease to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. Delivery is made to convenient point for delivery vehicle to park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Lessor’s service does not include set up and knock down of tables and chairs. If this service is required, arrangements must be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and equipment is not knocked down and assembled in the same location as delivery, if time permits, the pickup crew will knockdown and load all equipment at the expense of the Lessee. A knockdown fee will result if equipment is still up.

2. The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the express written permission of Lessor.

3. The Lessor does not expect final payment of balance until after everything has been set up that is agreed upon, and everything that is rented is delivered. Before the balance is paid the Lessee acknowledges that Lessee has had an opportunity to personally inspect the equipment and finds it suitable for Lessee's needs and in good condition. Lessee understands its proper use. Lessee further acknowledges Lessee responsibility to inspect the equipment prior to its use and to notify Lessor of any defects.

3. If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. If the defect is the result of normal use, Lessor will repair or 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, and Lessee hereby waives any right or entitlement thereto.

4. Lessor is neither the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

5. Lessee shall defend, indemnify and hold harmless Lessor its employees, agents and subsidiaries, from and against all claims, liabilities, losses, claims of personal injury, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee or its agents, employees or subcontractors or anyone acting on Lessee’s behalf. The indemnities included in this exhibit shall include reasonable attorney's fee paid by Lessor in defending suits and actions involving liability covered by the indemnification provision in this paragraph.

6. Lessee’s right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Lessee's obligations under this contract. Time is the essence in this agreement. Any extension must, at Lessor's election, be mutually agreed upon in writing.

7. The Lessor may assign its right under this contract without the Lessee's consent but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.

8. At the expiration of this contract, or sooner upon Lessor's demand, Lessee promises to make available for pickup by Lessor at the time specified in the contract, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not available for pickup when specified. If the Lessee has agreed to return equipment to Lessor, Lessee shall be responsible for all loss or damage to the equipment from the time of delivery to Lessee until returned to Lessor. If the equipment is returned in a damaged or excessively worn condition, Lessee shall pay Lessor the reasonable costs of repair and pay rental on the equipment of one-half the regular rental rate until repairs have been completed. Lessor shall be under no obligation to commence repair work until Lessee has paid therefore. In the event the Lessor must resort to litigation to be reimbursed for damage caused to equipment, Lessee agrees to pay all attorney's fee, court costs, or other expense which become reasonable or necessary to compensate Lessor for his repairing or having the equipment repaired or replaced.

9. The Lessee hereby expressly waives all rights in and to any and all exemption laws set forth in the State of Pennsylvania, which are within the power of the Lessee to waive.

10. Lessor shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Lessee's premise.

11. Lessee shall at its own expense and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.

12. Table linens are inspected by Lessor prior to delivery to Lessee and upon return.  If there is obvious damage such as mildew, excessive stains, burns or tears to linen, Lessee will be charged the cost of the linen. Return all linens dry and free of waste.

13. Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty, in Lessor’s sole, reasonable judgment. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged goods. Rental Equipment damaged beyond repair will be paid for by Lessee at it Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor or at the Lessor's option by others.

14. Equipment, other than tents, left out in rain/weather is excessively worn. This is not normal wear and tear. A prorated rate of 1/8th of the replacement cost will be charged to the Lessee for equipment left out in the weather.

15. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or disappearance.

16. a. Lessee agrees to pay Lessor upon demand:

i. All rates, charges taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.

ii. Replacement costs for any loss or disappearance of equipment. Lessor reserves the right to consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the "AGREED RETURN DATE" COLUMN of the contract.

b. Lessee authorizes Lessor to bill Lessee's credit card at time of reservation or upon Lessee's receipt of the rented item(s) or upon return of the item(s).

c. If Lessee has directed that charges are billed to a third party, and Lessor agrees to bill that third party, and the third party fails to make prompt payment to Lessor when due, then Lessee promises to pay Lessor on demand. If the Lessee directs charges to be billed to a third party, Lessee represents that he is authorized to give Lessor such direction. Lessee understands that he remains individually responsible for all charges Lessor is to be paid under this contract.

d. One and one half percent (1 ½%) per month (minimum $5.00) will be charged on any past-due accounts. Lessee shall pay for collection fees, attorneys’ fees, court cost costs or any expense involved in the collection of rental charges or other damages to Lessor under terms of the contract. The Lessor, at its own discretion, may revert all charges to the daily rate if invoice is not paid on the due date.

e. LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes additional charges or credits to be made to his account and payment by the method used at the time of the reservation, rental, or return.

17. Lessee assumes all weather-related risks involved in holding an outdoor tented event. Lessor may endeavor to minimize said risk, however, if the tenting becomes unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, despite any efforts or lack thereof taken or not taken by Lessor, Lessee shall be liable for payment in full of all charges.

18. Lessee agrees to have the site upon which the equipment is to be erected free and clear of all obstacles, natural and manmade, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to Lessor’s arrival for pickup. All non-leased equipment and decorations shall be cleared and taken from site prior to pick up. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expenses.  Lessee shall be fully responsible for any property damage or personal injury related to use of the equipment rented under this agreement and agrees fully to indemnify Lessor with respect to any claims, including without limitation any legal fees Lessor may deem reasonably appropriate in the enforcement of this clause or the defense of any such claim.

19. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been treated to some extent with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and leaks do occur from time to time.

20. Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.

21. Lessee agrees to furnish Lessor access to, and the right to use, Lessee's electrical and power lines for installation and operation of the rented equipment.

22. Lessee agrees to have all Underground Facilities in the vicinity of the Equipment installation clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all Underground Facilities.

**23. Down payment NEEDED IS 50% AND IS NOT REFUNDABLE under any circumstance.**

**24. Cancellations.**

**50% down payment is nonrefundable after made.**

-Notice: 24 hours notice is required, or If truck is already loaded (trucks get loaded the night before) and any item, or whole order is cancelled – there is still a 100% charge.

We are promising this equipment to you and missing out on the opportunity to rent it to someone else.  Our charges are non-negotiable.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Please add below in the space provided the items you are renting and the agreed cost.**

**1.**

**2.**

**3.**

**4.**

**5.**

**6.**

**7.**

**8.**

**9.**

**10.**

**Delivery fee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total of rental $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deposit of 50% total rental $\_\_\_\_\_\_\_\_\_\_**

**\*Checks only if agreed upon are to be made out to: James Starosta or Party rentals by James Starosta**

\_\_\_\_\_\_Please check here if you want the card you list on file to be used for your deposit. Card information is held for damages or missing items.

Authorization for Credit Card Use

PLEASE PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.

All information will remain confidential.

Name on Card:​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Address:​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

​​​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Card Type:​​\_\_\_Visa​\_\_\_MasterCard

​​​\_\_\_Discover​\_\_\_Amex

Card Number:​​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date:​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Code: ​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip Code:  ​​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount to Charge:​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(USD)

I Authorize Party Rentals by James Starosta to charge the amount listed above to the credit/debit card provided herein.  I agree to pay for this purchase in accordance with the issuing bank.  I agree to pay any balance or any other accumulated charges with the same card if no other form of payment has been previously made or arranged.

Cardholder – Please Sign and Date

Signature:​​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:​​​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:​​\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_