Cleveland’s BBQ Pit Rental Contract

**Terms & Conditions**

1.           **PHYSICAL CONDITION OF RENTAL ITEM(S)**  
You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Cleveland’s BBQ Pit Rentals in the same condition, except for ordinary wear and tear.

2.              **USE OF THE ITEM(S)**  
You agree that you are satisfied with the instructions given by a Cleveland’s BBQ Pit Rentals representative in the proper and safe manner of using the item(s).  You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. **Subleasing or improper use is prohibited**. Please read and understand all manuals, written operating instructions and warnings for the equipment.

3.              **STRATEGIC PLACEMENT**  
We do not promise that we can accommodate strategic placement of our BBQ Pits.  We will place the unit where our vehicle will fit without doing damage to your property or to ours.  Strategic placement is $50.00 additional charge.  We reserve the right to refuse such service.

4. **RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES**  
You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Cleveland’s BBQ Pit Rentals harmless from, and hereby release Cleveland’s BBQ Pit Rentals from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Cleveland’s BBQ Pit Rentals negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED**.

5.              **RESPONSIBILITY FOR EQUIPMENT**  
From the time the item(s) is rented out to you and until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you will be responsible for all charges, including labor costs, to replace or to repair the item(s). Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

6.               **ITEM(S) FAILURE**  
You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair.  You will immediately (in one hour or less) notify Cleveland’s BBQ Pit Rentals of the facts. Cleveland’s BBQ Pit Rentals agrees in its discretion to make the item(s) operable within a reasonable amount of time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 4 and 6. In all events, Cleveland’s BBQ Pit Rentals shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

7.                 **CHARGES AND PAYMENTS**  
Time is money. You are responsible for rental charges from the time the item(s) is "Out" until it is picked up and other charges hereunder. Return the item(s) promptly in good condition. You and your representative, agent, or principal shall be responsible for and shall pay Cleveland’s BBQ Pit Rentals all charges hereunder. All charges are due upon delivery or drop off for any additional due balances.

8.                 **COLLECTION COSTS**  
You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9.                 **MODIFICATION OF CONTRACT**  
This paper represents our entire contract, and there is no collateral, oral, or other agreements outstanding. None of Cleveland’s BBQ Pit Rentals rights may be changed and no extension of the term of this contract may be made except in writing signed by Cleveland’s BBQ Pit Rentals and made part of this contract.

10.          **DAMAGE WAIVER**  
Any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance, or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property. If any such loss tends to indicate a crime may have been committed, you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Cleveland’s BBQ Pit Rentals to obtain recovery and all insurance proceeds shall be given or assigned to Cleveland’s BBQ Pit Rentals.  
   
11.            **EQUIPMENT**  
Under no circumstances will the equipment be moved.  Under no Circumstances will the BBQ Smoker Pits or equipment be transported to another site other than the delivery address.  Cleveland’s BBQ Pit Rentals reserves the right to deliver the grill(s) 1 or 2 days in advance.  In such instances, we will only charge for the actual rental date(s).

12.  **OUT OF AREA CHARGE**

An out of Area charge is $ 6.00 a mile after the first 40 miles.  This charge is only charged one way.  We will normally deliver up to 60 miles from Austin, Tx.  Any location further than 60 miles away can be discussed and agreed on by both parties.  Call (512) 507-5317  
    
**13.**

**A Driver’s license and or a credit card are required to reserve the unit, your card will be charged the full amount at booking less the additional mileage. Additional mileage fee will be discussed prior to the delivery and arrangements will be settled at that time.  
    
14.**

**Booking and Cancellation must be within 48 hours prior to rental date. There is an additional charge of $75.00 if you call in and book rental less than 48 hours due to late manual processing (Depending on Availability). If a cancellation takes place after 48 hours of the rental date you will be responsible for a one (1) day cancellation full rental fee.  
    
15.**

**There is No extra clean up charge if the equipment has regular amount of waste in it, (i.e.) Ash from either charcoal or fuel burning wood.  Also, food that has been accidentally dropped into the ash while cooking.  
   
16.**

**Payment due upon booking or delivery, no billing!**



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

**Cleveland’s BBQ Pit Rentals L.L.C**