



SOMTHIN' BORROWED

*Event Rentals*

## Equipment Rental -Lease Agreement- Terms & Conditions

Lessor, hereby agrees to lease the equipment to the lessee, described in the invoice as an attached schedule in accordance with the following agreement.

1. **TITLE AND OWNERSHIP.** The leased equipment shall be and remain the sole property of the lessor. The lessee acknowledges they only have the right to use the equipment. Lessor will mark or otherwise identify ownership of equipment by marking or labeling it. Lessee will not remove or cover up such markings without prior consent from the lessor. This includes table linens tags. The equipment shall not be removed from place of delivery or installation without the written consent of the lessor.
2. **INSPECTION.** Lessee acknowledges the lessee's responsibility to inspect the equipment prior to use and notify the lessor of any defects. Renter agrees that the number of items delivered is correct Unless, the discrepancy is noted on the invoice upon time of delivery. If renter or a rep is not available at time of delivery or pickup, renter accepts lessor's count as correct.
3. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair for any reason, lessee agrees to discontinue use immediately and notify the lessor. Lessor will repair or replace the equipment with the same or similar equipment if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise and the lessee waives any right or entitlement thereto.
4. **HOLD HARMLESS AGREEMENT.** Lessee shall defend, indemnify, and hold harmless the lessor, its employees, agents and subsidiaries from and against all claims, liabilities, losses, damages to property or otherwise or and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise of the lessee, lessee's employees or lessee's subcontractor. The indemnities included in this exhibit shall include reasonable attorney fees paid by lessor in defending suit and actions involving liability covered by the indemnification provision in this paragraph. There is no warranty that the equipment is suited for the customers intended use, or that it is free of any defects and all such warranties of fitness, or otherwise, are expressly and specifically waived by the customer.
5. **PICKING UP AND RETURNING.** You may pick up and return your rental items. This is usually done by appointment. Your agreed upon time will be on your invoice. YOU HEREBY . . . AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY FROM AND AGAINST, ANY AND ALL LIABILITIES, . . .  
RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE . . ., EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR INTENTIONAL MISCONDUCT. If a specific item is noted on the contract to be kept out of the elements you are required to safely store that item and return it as you received it. Free of dirt, mud, water, bird droppings or other such matter.
6. **TIME OF RETURN.** The 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 the lessee's obligation under this contract. Time is of the essence in this agreement. Any extension must be approved in writing by lessor. If equipment is not returned on agreed time, a second rental period will be invoiced and due immediately.
7. **INSPECTION BY LESSOR.** Lessor shall always have the right to enter the property where the equipment may be located for purposes of inspecting it, observing its use, or removing it from lessee's possession.
8. **PERMITS AND LICENSES.** Lessee shall at its own expense and prior to the installation of the equipment, provide all necessary permits, licenses, and other consents.
9. **DELIVERY/PICKUP.** Delivery is made to the closet point the truck can park. Extra charges will result in deliveries to upstairs or anytime additional time is involved. Our services do not include setup or breakdown. These services can be added for a nominal fee. If no arrangements are made and this service is desired upon delivery our driver must call for authorization. If time allows, after quoting the price and receiving payment we will work with you on the agreed setup and breakdown. On pickup when no arrangements have been made and equipment is to be broken down by the lessee the lessee agrees to stack chairs back as they came, break tables down to original position and all items coming in a crate returned to the appropriate crates for pickup. Linens will be placed back into the mesh linen bag provided.

10. **CLEANING.** China, glassware, and flatware must be returned rinsed, and properly repacked in boxes or crates provided. A special cleaning fee will result in items not being returned as agreed upon. Speak to your caterer regarding their duties and ensure that you have someone to handle this for you before the end of the night.
11. **LINENS.** Table linens are inspected upon rental and return. **DO NOT ROLL UP OR PLACE WET LINENS IN A BAG OF ANY KIND.** Mildew will result and will equal damage fees. If there is obvious damage such as mildew, excessive stains, wax, burn holes or tears you will be charged the cost of the linen and you may keep it as it were a sale. Damaged linens cannot be returned to our inventory. Return all linens dry and free of waste! You should receive a mesh linen bag with your order. We ask you return the linens and or napkins in the mesh bag. We do ask you to return all hangers the linens come on. We do our best to recycle them and save costs.
12. **DIRTY OR DAMAGED EQUIPMENT.** Lessee agrees to pay for any damages to any equipment regardless of cause, except reasonable wear and tear, while equipment is in their possession. Lessee agrees to pay a reasonable cleaning fee for any equipment returned dirty. Rental equipment damages beyond repair will be paid for by the lessee at its replacement cost at the time of the rental. The costs of the repairs will be borne by the lessee, whether performed by the lessor, or at the lessee's options by others.
13. **THEFT OF EQUIPMENT.** The lessee agrees to pay for the equipment at its replacement cost when rented for all types of theft or mysterious disappearances.
14. **COLLECTION COSTS.** The lessee agrees to pay all reasonable collection attorney fees and court fees and other expenses involved in the collection of charges or enforcement of the lessor's rights under this contract.
15. **WEATHER RELATED RISK.** Lessee assumes all weather-related risks involved in holding an outdoor tented event. Lessor will endeavor to minimize said risk. However, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, tornados, or any other factor beyond the lessor's control, lessee shall be liable for payment for full charges. No weather refunds will be given.
16. **FORCE MAJEURE.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, Materials unavailability, or any other cause beyond the reasonable control of the party invoking this section (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.
17. **POSTPONEMENT.** We understand things happen. We are happy to work out a solution. If you need to postpone your event for any reason, please let us know in writing as soon as possible. We will check to see if the inventory is available for the new date and if so, we will move your items to the new date. Your down payment will transfer, and the new date noted on the contract/invoice. Your balance will be due by the new date/contract. If you postpone your event within the 60-day term you may be charged a restocking fee.
18. **CANCELLATION:** All cancellations must be done 60 days prior to the event date. If you cancel your event/contract before 60 days, we have the right to waive the remaining balance owed. **The down payment will be forfeited.** If you cancel within the 60-day period, we have the right to demand full payment of the balance owed. We ask that all changes are made within two weeks of your delivery or pickup date and the balance paid. If you pay in full at any time during the agreement, you are agreeing that the invoice is correct, and no further changes will be made. **If you cancel during any period of this agreement your down payment will be forfeited. WE DO NOT ISSUE REFUNDS FOR ANY REASON.**
  1. **CANCELLATION/POSTPONEMENT DUE TO COVID:** If your state or local government has instituted a stay-at-home order, then it may provide an affirmative defense to your contractual obligations related to a gathering or event. If no stay-at-home order is present at the time of your cancellation or postponement, then deciding to cancel due to COVID-19 will not be a valid reason and you will forfeit any money paid up front. In reference to Force Majeure, Postponement is typically done within 90 days of the original contract. Outside of the 90 days, it will be up to the business owner to decide on moving forward with the contract. A postponement fee of 20% could be imposed on all contract's outside of the 90-day term. If Your rescheduled date goes past the 90-day term, you could be asked to pay another down payment to secure a new contract.
  2. **IF YOU ARE IN DOUBT ON YOUR UPCOMING EVENT, PLEASE READ AND UNDERSTAND ALL TERMS LISTED BEFORE PUTTING DOWN YOUR INITIAL DOWN PAYMENT.** Under NO circumstances will a down payment be refunded.

All parties agree and electronic signature and date will be captured.  
For the equipment list please see the attached invoice.