

After Hours Rentals, LLC

101 Rachel Drive
Saxonburg, PA 16056

Rental Agreement

In order to rent the items indicated, Customer agrees as/follows:

1. **RESERVATION POLICY.** Customer is encouraged to reserve rental items as far in advance as possible to assure their availability. Upon reservation, no changes will be made on any order unless the change is requested by the contact person designated herein. **NO ORDER WILL BE HELD WITHOUT A RENTAL AGREEMENT SIGNED AND RETURNED WITH THE RESERVATION DEPOSIT!!!**
2. **DEPOSIT AND PAYMENT.** A deposit of twenty (20%) percent of the total due is required in advance to reserve Customer's order. Rental charges must be paid in full two (2) weeks prior to the event if paying by check. Payment may be made by cash or credit card on the day of delivery. On Credit or Debit card payments, a 3% of order total will be added. A late fee of \$20.00 will be assessed on all returned checks and invoices not paid within thirty (30) days for account Customers. In the event that collection action is necessary, Customer agrees to pay all costs including, but not limited to, court costs and/or attorney fees.
3. **CANCELLATION POLICY.** If a tent or large game rental is cancelled, the entire reservation deposited is forfeited. If any other order is cancelled prior to two (2) weeks of the scheduled event date, the reservation deposit will be refunded with the exception of the tent or game rental portion of the deposit.
4. **DELIVERY.** After Hours Rentals, LLC ("Company") offers within (zip code 16056) free local delivery and pickup. Quote needed when further than zip code 16056 deliveries and Pickup. Delivery is not offered on Customer pick up price breaks, An adult must be available at the time of delivery to confirm the quantities and items received. Delivery times are at the Company's sole discretion and cannot be given by office personnel.
5. **INSPECTION OF ITEMS.** Customer shall inspect the rented items upon pick up or receipt (if delivered by us). Acceptance by Customer is an acknowledgment that Customer's order has been properly filled and that the rented items are in good condition and working order.
6. **MANNER OF USE.** Customer shall use the rented items in a careful and prudent manner and shall comply with all laws, ordinances, regulations, manufacturers' instructions, and our instructions, concerning the setup, use, maintenance or possession of the rented items. Customer shall at all times supervise the use of the rented items as well as the set up and tear down of the rented items if performed by Customer. Customer specifically agrees not to permit minors to use the rented items without proper adult supervision
7. **ALTERATIONS AND REPAIRS.** Customer shall not make any alterations, additions or repairs to the rented items, or attempt any repairs to the same, without the Company's prior written consent. ***NOTE: No tape, ribbon, crepe paper, or other item is permitted to be placed on or attached to rented items unless prior written consent is provided by the Company.***
8. **USERS OF RENTED ITEMS.** Customer shall not assign, transfer, sublet, or lend the rental items or any part thereof to anyone else. The rental items shall be used by the Customer only at the event location specified herein
9. **RISK OF LOSS AND DAMAGE.** Customer hereby assumes and shall bear the entire risk of loss and/or damage to the rented items from any and every cause. The Company shall not be responsible for any loss of time or any other loss resulting from the failure of any rented items. Customer understands, and agrees that there shall be no refund of rental charges for any period of breakdown or non-use of the rented item. In the interest of safety and the protection of the rented items and persons, the Company reserves the right, in its sole discretion, to refuse to deliver or erect any tents, games, or other items, or to remove the same from the Customer based upon weather conditions and/or forecasted weather conditions. If, after the tent is erected, the customer notes an unsafe condition, all people should be removed from the tent area and the Company should be notified immediately to correct the situation.
10. **RELEASE AND INDEMNIFICATION.** Customer agrees to release, indemnify, defend, and hold the Company, and its officers, directors, employees and agents harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the possession, use, or operation of the rented items. Customer agrees to assume the risks of, and hold Company harmless for, property damage and personal injuries including death and/or dismemberment, caused by the equipment to the extent such property damage and/or personal injury was caused by the negligent conduct of the Customer or the Customer's agents or invitees.
11. **EXTENT OF RELEASE.** Customer agrees that the foregoing release and indemnity provisions are intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania, and that the invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof.
12. **DISCLAIMER OF WARRANTIES. COMPANY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR PERFORMANCE OF THE RENTED ITEMS, THEIR MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Customer Initial: _____

13. **LIMITATION OF COMPANY’S LIABILITY.** In the event that the Company shall be determined to be liable to the Customer for any cause, Company liability shall never exceed the actual damages incurred by the Customer, or the rental fee paid by the Customer for the rented items, whichever is less. The Company is not liable for injuries and/or damages as the result of acts of God, nature, or other conditions beyond the Company’s control or knowledge.
14. **DAMAGE TO EVENT SITE.** Customer understands and agrees that the delivery, installation and/or tear down of a tent or large game may cause damage to Customer’s grass at the installation site and through the access area. The Company shall not be obligated to restore the site or access area to its original condition. Customer must notify us prior to the installation of any rented item of the location of underground utilities such as pipes, electric lines, gas lines, or septic systems which could be damaged by truck access or the erection of the rented items. Customer agrees to assume and assumes all risk and agrees to hold Company and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at of or relating to: the delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment; contact of underground utilities, pipes, or any condition on Customer’s property; all necessary surface repairs; and any injury or damage during use of rented equipment.
15. **DAMAGE TO RENTED ITEMS.** Customer shall be responsible for any damage to the rented items from the time of receipt by the Customer to the time of receipt by us. Customer shall return the rented items in good condition and working order. Customer shall be responsible for the cost of repairing and/or replacing any damaged or lost rented items whether or not the damage or loss was caused by the Customer.
16. **ASSUMPTION OF RISK.** Customer acknowledges that there are certain risks inherit in the use of the rental items and assumes full responsibility for risk of bodily injury, death, or property damage due to the use, possession, set up or tear down of the rented items.
17. **DUTY TO MITIGATE.** In the event of any injury, damage, or loss, Customer agrees to and assumes the duty to mitigate all costs resulting from any injury, damage, or loss.
18. **AMENDMENT OF AGREEMENT.** No amendment, whether from previous or subsequent negotiations between the Customer and the Company, shall be valid or enforceable unless in writing and signed by the Company and the Customer.
19. **BINDING EFFECT.** This Rental Agreement shall be binding upon and its benefits shall inure to the parties hereto and their respective heirs, personal representatives, successors, and assigns as permitted by this Agreement.
20. **MERGER CLAUSE.** This signed Rental Agreement constitutes the entire agreement between the Company and the Customer.
21. **INSTALLATION REQUIREMENTS FOR TENTS AND LARGE GAMES.** These items may only be installed on flat (or slightly sloped) ground in an area free and clear of tree branches, shrubs, or other items. Customer must provide an area accessible to Company trucks. The installation will be as close as possible to the location desired by Customer, as feasible. Prior to tent setup, the site must be clear of all sticks, patio furniture, animal droppings, overhead tree limbs that may interfere, debris, etc. Tents will not be set up under sap producing or fruit trees; if Tents are set up under such trees and damage is caused to the Tents, Customer is responsible for the damages. All tents must be anchored to the ground at all times, no exceptions.
22. **TENT SIDES.** If the tent sides are being rented, they will be installed by the Company unless otherwise specified. If there is a possibility of rain within 24 hours of the event, it is recommended that the sides be put on the tent to keep the ground as dry as possible. While not in use, the sides should not be stored in an area where they will get moist and possibly mildew. The tent cover and sides must be dry before disassembling and storage. If wet conditions exist, there may be a few days delay in the removal of the tent at no charge to the Customer. If tent removal is required by a certain time, please notify us at the time of your order. While removal by a specific date is not guaranteed, the Company will try its best to accommodate requests.
23. **CHINA GLASSWARE, FLATWARE, LINENS.** All items must be counted, cleaned and placed back in their appropriate storage container ready for removal. A 50% cleaning fee is applied for all china, glassware and flatware that has been returned without being cleaned. Linens do not need to be cleaned, but must be kept dry to prevent mildew. Do not place linens in garbage bags. Please be careful to keep Company linens separate from any other linens. All hangers, plastic containers/packaging must be returned or a replacement charge will be billed. When returning items to; please allow sufficient time so that Company can count and confirm that all items have been returned

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS CAREFULLY REVIEWED THIS RENTAL AGREEMENT AND AGREES TO BE BOUND BY THE TERMS STATED IN THIS AGREEMENT.

Signature: _____

Date: _____

Please Print Name: _____

Responsible Person: _____

Event Date: _____