

**RENTAL CONTRACT TERMS AND CONDITIONS**

• Deliveries and Services made by Event Rescue Services LLC (hereinafter referred to as ERS) are TO THE DOOR

or RIGHT INSIDE THE BACKYARD (50FT. MAX. from truck location). Deliveries DO NOT include setup or tear down, these services can be provided at an additional charge. Additional charges will apply for STAIRS, STEEP EMBANKMENTS, ELEVATOR USE or other HAZARDOUS/DIFFICULT delivery conditions. ERS does have the right to decide if there will be a REFUSAL OF SERVICE for any of the previously listed conditions. ERS uses dollies for delivering equipment, and will NOT be responsible for any floor marks or damages that may occur (if items have to be hand carried in, additional fees will apply). Client is also responsible for making sure that there are NO PETS OUT/ or FECES that are in the path way of delivery location. Client agrees that FAILURE (on the client's part) to disclose such conditions shall result in post charges, which charges renter hereby authorizes. By signing and agreeing to this contract client understands that if contract conditions are found untrue, then ERS will leave and pick up items in location that falls within the Contract Terms that were signed for (unless previously agreed to by both parties).

Initials (\_\_\_\_\_\_\_)

**RESERVATIONS / RENTAL RATES**

ERS requires anywhere from a 50% - 100% deposit of the total rental order at the time of reservation. Reduction within **7** full Business days of your delivery date may NOT be ALLOWED or may require a restocking fee. Specialty items will require a non – refundable deposit of 100% of rental total. Rental rates are based on a 24-hour use. If you require additional time, please call for those rates

 Initials (\_\_\_\_\_\_\_)

**CANCELLAIONS**

When you reserve an item, the items are Immediately removed from Inventory and are not available for other Clients who may request them. If an item, you rent was purchased or brought in for your event, ERS will be unable to refund for the item if cancelled or reduced by client. Specialty items will also carry the same NON- REFUNDABLE deposits. During the peak months of March, April, May, October, November and December, a non-refundable deposit may also be required, on other rental items such as cooking equipment, dance floors etc.… but not limited to these items.

Initials (\_\_\_\_\_\_)

**DELIVERY / PICKUP TIMES**

- ERS offers delivery/services between 8a-5p Monday thru Friday, and 8a-2p on Saturday (these services must keep a minimum FULL 4-hour window designated by ERS). If a more specific time frame is needed. We offer EXPEDITED services for an additional fee. Any After Hours or Holiday delivery/services will incur an additional fee. ERS will quote the additional rates, once required information is given. Our delivery personnel are instructed to neatly stack all items in a mutually convenient place on delivery. All rental items must be placed back into the containers that they were delivered in, and or chairs stacked the same way and placed in the location in which they were delivered to (unless previously agreed on by both parties). Rates quoted are for ground floor deliveries to your door. Setup and takedown may be available if arranged in advance with ERS at an additional cost. If the client needs to be on site for ERS to access the property, then they need to be there prior to ERS arriving. ERS will only wait a 15 MINUTE period before adding on additional charges to the services.

Initials (\_\_\_\_\_)

**SETUP AND TEARDOWN OF RENTALS**

Setup and takedown may be available if arranged in advance with ERS at an additional cost. If the client needs to be on site for ERS to access the property, then they need to be there prior to ERS arriving. ERS will only wait a 15 MINUTE period before adding on additional charges to the services.

**PICKUP ON RETURN**

All china, silverware, glassware etc., should be rinsed free of food and re-packed in the same containers as delivered. Linen need to be dry and free of food and debris and put into laundry bag (if provided) or returned on hangers. Tables and chairs should be breaking down and stacked in the same manner they were delivered. All items need to be assembled in a single location ready for pickup. If items are not left in this manner additional fees will apply.

 Initials (\_\_\_\_\_)

Revised 01/2017

**RESPONSIBILITY / DAMAGE WAIVER**

Responsibility for the rented items remains with the customer from the time of possession to the time of return. Additional fees will be charged for damage and loss. Damage waiver is a non-refundable, 12% charge added to ALL rental contracts. It covers accidental damage from normal usage. Damage Waiver does NOT cover Loss or Negligence.

Initials (\_\_\_\_\_)

**RENTAL CONTRACT-EXPRESSED AND IMPLIED WARRANTY DISCLAIMER**

RENTER AKNOWLEDGES AND AGREES THAT LESSOR PROVIDES NO ECPRESSED WARRANTIES unless expressed warranty is given in writing by LESSOR AND FURTHER AGREES THAT LESSOR PROVIDES NO WARRANTIES OR “MECHANTABILITY” OR OF “FITNESS” FOR A PARTICULAR PURPOSE”, EITHER EXPRESSED OR IMPLIED.

In Addition, the Renter Shall Defend, Indemnify and Hold Lessor Harmless From Any Claim or Liability, Whether Based upon a Claim for Damages to Real or Personal Property, or Damages or Loss Sustained to a Person. Furthermore, Should any Court Action be Initiated by Either, the Renter or Lessor, the Renter Hereby Agrees to Pay All Reasonable Collection Fees, Court Costs and Attorney Fees incurred by Lessor or any other Reasonable Expense incurred to Enforce the Terms and Conditions.

Initials (\_\_\_\_\_)

I have read and agree to the above Rental Agreement and acknowledge receipt of the same

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Invoice or Estimate #:\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*Please email this form to: ERSaustin@gmail.com or Fax 512-597-0600\*\*\*\*\*

 Event Rescue Services

 2716 High Point Dr,

 Round Rock, TX 78664

 512-694-3760

Revised 01/2017



**Client Checklist**

\*It is very important that the following items are checked ahead of time, to avoid additional charges please initial the line that applies to you and email this back to ERS.

**Vehicle Clearance:**

Orders are delivered in various sized vehicles. If you have any low trees or entrance points please inform ERS so that on delivery, there will be no delays or extra fees in order to make delivery possible.

• i.e. your order may be delivered in a vehicle that may require 7ft. to 14ft clearance.

• Making us aware of this will enable us to bring the proper vehicle or make other arrangements.

No Problem: \_\_\_\_\_\_ Requires Discussion: \_\_\_\_\_\_

**Inside Deliveries:**

• ERS uses dollies for delivering equipment, and will NOT be responsible for any floor marks or damages that may occur.

•If Items have to be hand carried in, additional fees will apply.

 Requires Discussion: \_\_\_\_\_\_

**Steep Driveways/ Roads:**

Please make us aware if there are steep roads and/ or driveways leading to your delivery location. Once again we deliver in various sized vehicles and problems have occurred when faced with these obstacles. Making us aware of this will enable us to bring the proper vehicle or make other arrangements.

No Problem: \_\_\_\_\_\_ Requires \_\_\_\_ Requires please initial the line that applies to you, if the order was cancelled to de a check at our dDiscussion: \_\_\_\_\_\_

**Gate Codes/ Phone Contact: (please fill out form below)**

• If your delivery location requires access by gate code, PLEASE provide the gate

code ahead of time to avoid wait time fee.

• If in any case problems do arise please provide alternate phone numbers in order to handle the issue in a timely manner.

**On-site Contact(s):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAIN Gate Code (Entrance): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL Gate Code (Residential): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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