



EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____, and Life's Celebration Center/Community Benefit Tree (LCC/CBT)

Hereafter called the Lessee, and **LCC/CBT**, hereafter called the Lessor. Lessee and Lessor, for the consideration hereafter named, agree as follows: Under the General Conditions of document attached to this sheet, Lessor hereby leases to Lessee all equipment named and identified on the attached "Packing List" for use at such location and at such rental rate for approximately such time as is therein stated.

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, THEY HAVE EXECUTED THIS Agreement the day and year first above written:

Desired Dates of Rental: _____ **Total Days:** _____

Location of Event: _____

Responsible Party Full Name (Lessee) _____ **Date:** _____

Address: _____ **City:** _____ **State** _____ **Zip Code:** _____

Phone Number: _____ **Email:** _____

Credit Card # _____ **Circle One:** Master Card, Visa, Discover, American Express

Expiration Date: _____ **SEC Code:** _____

I, (we) agree to the conditions of the LCC/CBT as outlined in the Rental Agreement. I (we) agree to follow these conditions and acknowledge that if we do not, LCC/CBT will terminate the rental agreement accordingly.

Signature (Lessee): _____

LCC/CBT Representative (Lessor): Signature: _____

GENERAL CONDITIONS OF EQUIPMENT RENTAL

Reservations:

- Advance reservations are recommended on all rental items. LCC/CBT will assist with a personalized plan created for you which can be adjusted as needed before your final decision is made. All completed rental agreements and desired quantities need to be confirmed by and approved by LCC/CBT 48 hrs. before pickup.
- Reservations require full payment and a 75% damage deposit at the time the order is finalized. This payment will be charged to a credit card used with LCC/CBT at the time of reservation. **Security and/or Damage Deposits will be refunded to the credit card within 3 days** upon return in good and clean condition. Additional charges may apply if items returned later, not cleaned, or broken. Every attempt will be made to inspect rental returns as quickly as possible in order to process your deposit return promptly.

Rental Period, Pickup and Return:

- The rental period is for a 3 day period, including day of pick-up and day of return and begins with the Customer's acceptance of items listed in the attachment to this agreement and signature upon the Item Receipt form. The rental period ENDS with LCC/CBT representative's acceptance of said items and signature upon the Item Receipt Form.
- All rentals are to be picked up and returned to: 1734 KEN DALE DRIVE, UNIT C, KAUKAUNA, WI 54130. Items are to be returned at end of 3 day rental period. Rentals picked up on Fridays are to be returned on Monday mornings before noon unless other arrangements are made. Late returns will be assessed a late fee equal to rental cost per day for each day items are not returned.
- Rentals are to be transported in an enclosed portion of a vehicle. Large, bulky orders are to be transported in a full-size pick-up, enclosed vehicle, van, covered trailer or box truck. Flatbed trailers are not allowed for transport of an item. Tarps are not acceptable alternatives to enclosed vehicles. Customers not arriving for pickup of rental items under these terms may be denied rentals without a refund.
- Responsibility for the rented items begins at the time of pickup. All items are to be returned in the condition as rented and in the containers provided. Food use items are to be food free and cleaned thoroughly. There is a \$15.00 per hour charge for hours incurred to repair, clean or organize items returned. Items severely damaged beyond repair, lost or otherwise not returned will be charged to the credit card on file at the full replacement value. Lessee shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of equipment caused by ordinary, reasonable and proper use of equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to breakage, improper use, abuse, lack of cleaning.
- No credit will be given for unused items once picked-up.
- **NOTE: Customers are responsible for checking the count and condition of all items rented before leaving LCC/CBT.**

Changes/Cancellations:

- **All cancellations less than 48 hrs in advance of event will result in forfeiture of the full deposit.**
- No changes or deductions may be made to an order 48 hours prior to the event. By mutual agreement, some additions may be allowed within the 48 hr. period prior to the event and may be subject to an additional labor charge.
- Every effort will be made to fill your order exactly as requested. If, however, circumstances prevent LCC/CBT from doing so, LCC/CBT reserves the right to upgrade the quality or find a substitute product.

Indemnity:

- Customer agrees the rental property is of a size, design and capacity selected by the customer and that LCC/CBT has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. You agree LCC/CBT is not responsible for any injury caused by the use of the rental item(s) and you assume full liability of said item while they are in your possession.
- Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suites, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitations the manufacturer, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further

indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

- Every effort is made to fill your order as requested. If circumstances prevent LCC/CBT from doing so, LCC/CBT reserves the right to upgrade the quality or find an appropriate substitute product.

Risk of Loss

- Lessor shall not be responsible for any loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, guests or anyone directly or indirectly reemployed or engaged by Lessee while said Items are in Lessee's care, custody and control. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

Ownership:

- Lessor at all times retains ownership and title of the items. Lessee shall give Lessor immediate notice in the event that any of said Items is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.

No Subletting Assignment:

- Lessee agrees not to sublet, loan or assign the equipment to any other party. Lessee shall not move the equipment from the address at which Lessee represented it was to be used without prior approval of Lessor.

Expenses:

- Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

Entire Agreement:

- This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

Photography Release:

- By signing this agreement, Lessee gives Lessor permission to use the photos that we take at your event on our website and advertisements, materials, etc., with the understanding that you will not profit from them in any way.

Office Use Only:

Total Rental Days		
Total Charged		