

Berlin Rental THE EVENT PLACE

General Info:

50% NONREFUNDABLE deposits are due to reserve your rentals. Final payments are due one week prior to your event. Invoices are valid for one week. If we do not receive your deposit within one week, we will void this invoice. Your delivery day and 6 hour time window will be emailed to you at least 1 day prior to your event. Deliveries are completed anywhere between 3 days to 1 hour before your event and pick up is anywhere between 1 hour-3 days after your event, depending on our schedule and availability. If you require an exact delivery time and/or pick up time, or a weekend delivery, you must let us know at time of booking as there may be additional fees. Rentals that are being picked up will be available the last business day before your event and are due back the next business day after your event.

Responsibility of Use & Disclaimer of Warranties: You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold Berlin Rental harmless from and hereby release Berlin Rental from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from Berlin Rental's negligence, from the defective condition of the items, or any other 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.

Equipment Failure: You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Berlin Rental of the facts. Berlin Rental agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events Berlin Rental shall not be responsible for injury or damage resulting from failure or defect of rented item.

Use of Equipment: Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to Berlin Rental you were. Renter further agrees that the items will be used only at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper

use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items.

Equipment Responsibility: Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labor costs. **Renter shall pay a reasonable cleaning charge for rented items returned dirty.**

Time of Return: Renter's right of possession terminates upon the expiration of the rental period set forth on contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

Late Returns: Renter shall return rented items to Berlin Rental during regular business hours, promptly upon, or prior to expiration of rental period. If renter does not timely return, the rental rate shall continue until items are returned.

Payment: Renter shall pay all charges payable under this contract in advance, provided however that all forgoing shall not limit the amount payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, Berlin Rental at our discretion may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder, a service charge of 2.0% per month on all past due accounts.

Deposit: Renter shall pay a 50% NON-REFUNDABLE deposit at the time of reservation. This fee is 50% of the original rental order including delivery/pickup charges. Deposit will be forfeited if reservation is cancelled at any time. If reservation is cancelled within 3 days prior to the scheduled "time and date out", renter will be charged a 75% restocking fee of the original rental order .

Additional Charges: In addition to other charges and cost provided herein, renter shall pay charges in accordance with company rates then in effect for the following services. Delivery and/or Pickup. Delivery and/or Pickup from any location to other than ground level. Setup of Tables and Chairs. Delivery and Pickup after business hours, Saturdays, Sundays, and Holidays. Packaging materials not returned. Service calls. Site survey and preparation.

Delivery & Pickup: Rental shall clean and repackage (in original packing) the rented items and if Berlin Rental agrees to pick up rented items, renter shall make it available to Berlin Rental for pickup at a mutually agreed and convenient accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by Berlin Rental. Renter agrees to pay a service charge for each extra delivery or pickup call required by Berlin Rental. Renter shall makes its personnel available at the time designed for pickup, to assist and pickup of all items.

Care of Equipment: In addition to its other obligations hereunder; Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter.

Insurance: Renter shall maintain, at renter's expense, liability, property and casualty insurance coverage in amount sufficient to fully protect Berlin Rental and its equipment against any and all claims, loss, or damage. In the event of a loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with Berlin Rental to obtain recovery. All insurance proceeds should be given or assigned to Berlin Rental.

Use of Photos: I consent and authorize Berlin Rental or any entity authorized by Berlin Rental to copyright, use and publish any of the images in any format taken with Berlin Rental equipment in the photo or background. I understand these images may be used for a variety of purposes and may appear on the website, social media, promotional materials, advertising, or any other media now known or to be invented. I also understand that Berlin Rental or any entity authorized by Berlin Rental will use the images exclusively for Berlin Rental purposes. Since anyone can download an image from the Internet or make copies from printed materials, I agree that Berlin Rental is not responsible for unauthorized use of the images. I am aware that I am not entitled to any compensation and that the images may appear with or without my name.

Site Preparation: Renter agrees to have site clean and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay an additional charge for any delay incurred along with any labor charges resulting in renter's failure to do so.

Permits & Licenses: Renter agrees prior to any installation of rental equipment including tents, to obtain at renters expense, any and all necessary permits and licenses and other consents.

Subsurface Conditions: Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Berlin Rental for any additional costs incurred as a result of undisclosed or subsurface conditions. Berlin Rental is NOT responsible for any damage to underground sprinkler systems during tent installations. It is the customer's responsibility to provide Berlin Rental with a sprinkler line layout

to decrease the risk of damage to a sprinkler line. However, even with a line layout there are no guarantee.

Hold Harmless Agreement: Renter agrees to assumes all risk, and agrees to hold Berlin Rental 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 renter's property. All necessary surface repairs. Any injury or damage during use of rented equipment including inflatables, dunk tanks and any interactive games.

Returned Checks: There will be a \$35.00 charge on any returned checks for any reason.

This is a contract. This contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

Berlin Rental - Rental Agreement

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 75% of the total amount may be charged if reservation is cancelled within 3 days of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

Print Name: _____

Signature: _____ Date: _____

ALL RENTERS MUST LEAVE A VALID CARD ON FILE. WE WILL AUTHORIZE THE CARD FOR \$1.

You can pay via bank transfer (online), cash, check, or credit/debit card. *STARTING IN 2019 Customers paying with a debit or credit card will be charged a 3% service fee. If final payments are not received by their due date (1 week prior to delivery) the card on file will be run in the amount of your final payment (plus 3% service fee).

Credit Card Authorization Form:

Visa MasterCard Discover American Express Other

Name as it appears on credit card: _____

Credit Card #: _____ Security Pin: _____

Expiration Date: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

By signing this document, I authorize Berlin Rental: The Event Place, LLC to charge my credit card for:

- Payment for use of rentals or services
- Cancellation of rentals or services
- Any damages caused by authorized renter or any person associated with renter's party during the rental period
- Loss of rentals or failure to return any rentals. *If any rentals are not returned, you will be charged the full price of the rentals and will be given a refund once all rentals are returned.*

Print Name: _____

Signature: _____

Date: _____