

# RENTAL AGREEMENT

## SEVER ABILITY

The provider of this rental contract shall be sever able, so that the unenforceability, or waiver of the provisions shall not effect the remaining provisions

**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, indemnify and hold Main Events Party Rental harmless from and hereby release Main Events Party Rental from, and 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 Main Events Party 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 Main Events Party Rental of the facts. Main Events Party 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 Main Events Party Rental shall not be responsible for injury or damage resulting from failure or defect of rented items

## 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 Main Events Party 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.

## 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 Main Events Party 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, Main Events Party Rental at our discretion may re-calculate rental charges on a daily basis and charge credit card on file. Renter shall pay in addition to any other amounts payable hereunder, a service charge of 2.0% per month on all past due accounts. **There will be a \$35.00 charge on any returned checks for any reason**

## 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 or Pickup
- Delivery or Pickup from any location to other than ground level.
- Setup/Knock Down of Tables and Chairs.
- Delivery and Pickup after business hours, Saturdays, Sundays, and Holidays
- Packaging materials not returned
- Service calls
- Site planning and preparation
- Last minute, rush orders
- Extreme weather conditions

## 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 Main Events Party Rental and its equipment against any and all claims, loss, or damage of whatever nature or type.

## 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 Main Events Party Rental for any additional costs incurred as a result of undisclosed or subsurface conditions resulting additional cost to us.

## HOLD HARMLESS AGREEMENT

Renter agrees to assumes all risk, and agrees to hold Main Events Party 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 and interactives.

## SECURITY DEPOSIT

Renter shall pay a security at the time of reservation. This fee is 50% of total rental charge. Security deposit will be returned upon cancellation up until 14 days of event date. Deposit will be forfeited if reservation is cancelled within the 14-day period before reservation event date. A CC# is also required on file in order to place an order. If no CC# is placed on file, the order will remain a quote.

## PAYMENT

All orders are to be PAID IN FULL, before the time of delivery / customer pick-up. Accepted payment methods are Cash, Visa, Discover, MasterCard, and American Express. Items will not be delivered / released, unless total is paid in full, and we have received a signed rental contract. NO EXCEPTIONS. If payment is not made before Wednesday of the event week, the remaining balance will be placed on the credit card on file. CC# must be placed on file, regardless of payment method. Personal checks are not accepted. Delivery personnel will not accept payment.

## PRICING

Pricing is subject to change without notice. Prices represented on price list represent a one day rental period, which includes customer pick-up/delivery the day before the event, keeping the items for the day of the rental, and customer return/pick-up on the day after the event. If you wish to rent items for an extended period of time, please contact a sales specialist for special rates.

## CANCELLATION POLICY

Upon confirmation of a rental order, the customer must give a deposit to reserve the order. If customer decides to cancel order prior to event, it must be done 14 days prior to the event date, for all items other than tents. Tents must be cancelled 6 weeks prior to event. If a customer cancels event within 14 days of event (6 weeks for tents) Main Events Party Rental will retain the 50% of cancelled items. Customer does however, have the option to move rental date, as long as all items are still available, within 12 months of canceled date. If items originally rented are not available on new date, similar replacement items will be issued.

## DELIVERY / PICK-UP

Delivery and pick-up are available to customer at an additional, reasonable price.

For a weekend event, we may deliver as early as Tuesday or Wednesday. If you are scheduled for a Friday delivery, we may call you at the beginning of the week and move the delivery day up a day or two, depending on workload and weather conditions. We cannot guarantee a specific delivery / pick-up time. To find out when your order is scheduled for delivery/pick-up, please call the week of your event date indicated on your contract. If a specific delivery/pick-up time is needed, additional fees may apply. Pickups that are scheduled for Monday may be pushed back to a later date due to inclement weather or high workload. Your flexibility is greatly appreciated by our staff. Please keep in mind that rental equipment is the customer's responsibility from the time of delivery until the time of pickup.

**Normal Delivery Prices represent the following requirements:**

- Area is easily accessible to our trucks
- Equipment is to be unloaded within 20 feet of the tailgate of the truck
- All deliver equipment is dropped off in stacks as close to your requested area as can be reached with our delivery vehicle, according to prior submitted layout/directions sent by customer.
- Delivery location must be on the first floor
- Delivery must take place during normal business hours

9:00am-5:00pm Monday-Friday

9:00am-Noon Saturday

**\*\*HOURS VARY DURING WINTER MONTHS\*\***

Additional distances, steps, elevators, After-Hours / Sunday / Holiday deliveries, etc., will be subject to additional charges Set-up and tear-down service for chairs and tables is available at an additional fee. If this service is requested, we must receive a layout / drawing at least two (2) days prior to delivery.

## CUSTOMER PICK-UP / RETURNS

Customers may pick-up most items from the Main Events Showroom during normal business hours, if they wish to avoid delivery and pick-up charges. Items that are not available for customer pick-up include: all tents, dance floors, staging, and large inflatables. Please clean out all debris from truck/trailer prior to hauling equipment. If equipment is returned dirty, customer may be charged for cleaning of items. *Main Events is not responsible for any damages occurring to vehicle during loading/unloading of items. All items are to be returned on date listed on invoice. If late, additional charges apply.*

## RETURNS – FINAL INSPECTION

Main Events Party Rental reserves the right to modify charges for broken, missing, damaged, or dirty items up to 14 days after items have been received prior to going through FINAL inspection. Helium/Propane rentals will not be refunded for unused product.

## RIOR TO PICK-UP OR RETURN

Rental Items including Tables and Chairs should be stacked in the same manner they were upon delivery. All cooking, beverage, and concession items should be cleaned and placed back in the containers they were delivered in. Linens should be dry and free of excess garbage to prevent mildew and staining. Additional charges will apply if restacking of items is necessary. Customer will pay full replacement cost of linens if they have mildew or staining not removed during normal washing, as well as full replacement cost for any rental items or storage containers missing upon pick-up.

## FOOD / BEVERAGE MACHINES

The above mentioned items all require a cleanup deposit upon rental, amount depends on the item. All fountains, grills and concession machines MUST be cleaned and returned the same way they were delivered / picked-up. If not, the cleanup deposit will be retained by Main Events Party Rental.

## LINENS

We carry a large variety of colors and sizes in stock at our warehouse; however some may need to be specialty ordered. If linens are specialty ordered, payment must be paid in full at the time order is placed, and once ordered, there are no cancellations allowed, no exceptions. All linen changes must occur outside 2 weeks of event date to allow packing of order. If changed within 2 weeks of event, repacking charges will apply. When picking-up linens, you are responsible for verifying that you are receiving the appropriate number. All linens must be returned in the supplied laundry bags or storage crates, **NO TRASH BAGS**; be free from any burns, wax, tears, pins, tacks, abrasions, mildew, mold, etc. The customer is responsible for the replacement cost of any missing, damaged, or mildewed items. Shake out any loose debris from linen (food, petals, decorations, etc). Failure to remove all loose debris will result in a fee of \$2.00 per linen. All skirting come with clips for tables, if unreturned, you will be charged \$50 for each missing clip. *We reserve the right to make final inspection of linens when we perform our cleaning/pressing procedure. Typically, this process will be done within one week; after which you will be notified of missing or damaged items.*

Main Events is not responsible for dye lot variations from manufacturer.

## INFLATABLES & GAMES

Customers are to abide by rules and guidelines listed specifically for each inflatable unit. By placing a CC# on file, you agree to terms of inflatable rules and waiver. Units are not to be used with water. If using customer pick-up / return, unit must be rolled in same manner as pick-up when returned. If not, \$20 re-roll fee will apply. Any missing balls / accessories are subject to replacement fees. All outdoor inflatables are to be staked at all times.

## STAGING & FLOORING

When choosing a location for a stage or dance floor, the most level area should be selected. Our Wood parquet dance floor is for indoor use only, no exceptions. Our Black & White and Wood Laminate dance floors can be used both inside and outside. If used outside, floor must be set up on an area with limited holes, waves, etc. If floor is to be set up on unlevel ground, a \$20 leveling fee will be added, and if breaking/bending occurs due to unlevel ground, customer is responsible for cost of repair/replacement. Outdoor dance floor has a sub-floor built in, no additional sub-flooring is needed. Outdoor floor must be covered, and not in direct sunlight. Customer is responsible if excess cleaning is needed.

## TENTS

Prior to tent setup, 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. All tents we install must be anchored to the ground at all times, no exceptions. There are several ways to do this. Our first priority is staking. This can be done in grass and asphalt. If done in asphalt, an additional drilling/patching fee will apply. Please know what is underground before we arrive. We are not responsible for any underground utilities, sprinkler systems, septic systems, etc. Keep in mind that overhead clearance (i.e. electrical wire, tree branches, etc.) is also necessary. If set-up is required on concrete, we can either use concrete anchors, which requires drilling, or water barrels. Permits for tents are customer responsibility. Note, that water barrel anchoring is a last resort. We reserve the right to refuse to install tents anchored by water barrels, if inclement weather is expected. **Customer assumes all responsibility for tents anchored by water barrels, and is held liable for any damages or injuries/death associated with failure due to water barrel usage.**

## SIDEWALLS

Sidewalls are an additional cost, and not included in the price of tents. Sidewalls are to be installed and removed by the customer. In the case of high winds, sides must be removed as they take away from the durability of the tent in high wind situations.

## EQUIPMENT RESPONSIBILITY

All items are to be inspected by customer at time of drop off. If problems with items, Main Events must be notified before event. 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. Any items not wanted upon delivery are still to be paid for by customer.

## EMERGENCY LINE

If renter does not attempt to contact Main Events directly after he/she has had a problem with a rental item, no refund, discount etc., will be given, NO EXCEPTIONS.

RENTER UNDERSTANDS THAT MAIN EVENTS MAY USE PICTURES OF EVENTS FOR PROMOTIONAL/MARKETING PURPOSES.



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**ALL ORDERS MUST HAVE VALID CC# ON FILE**

*By placing a CC# on file, you are accepting the terms of the rental agreement, and confirming that customer agrees to receive all items on invoice.*