

Rental Agreement Contract

1. Lessee acknowledges receipt of the herein described property. The Lessor and Lessee both agree that the property was inspected by the Lessor and examined by the Lessee at the time of delivery to and accepted by the Lessee as in good and serviceable condition.
2. Title to the rented property is and at all times shall remain in the Lessor. Only the parties hereto and those persons whose names are listed on the reverse side are authorized to use the rental property. The Lessee will not permit the property to be used by any other person or at any other address other than the address on the reverse side without the expressed consent of the Lessor.
3. Both parties agree that the Lessor is neither the manufacturer of said property, nor an agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship or capacity. Lessor shall not be liable to Lessee for any loss, delay, accidental breakage, or damage of any kind resulting from defects or inefficiency of the rented property.
4. In the event that the rental property becomes unsafe or in a state of disrepair, the Lessee agrees to immediately discontinue its use and return it to the Lessor. If the unsafe condition is not the fault of the Lessee, the Lessor shall replace it with property of a like kind in good working order, if available.
5. Lessee agrees to indemnify and save harmless the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property occasioned by the operation, handling, or transportation of the leased property during the rental period or while the property is in the possession or control of the Lessee. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee arising out of the use of the rental property by the Lessee.
6. Lessee will give Lessor immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure, and indemnify Lessor against all loss and damages caused by such action, including Lessor's reasonable attorney's fees and expenses.
7. Upon termination of this agreement, the Lessee will promptly return the rented property with all its parts and attachments to the Lessor's place of business during regular business hours. It is to be in the same condition as it was received with the exception of ordinary wear and tear. The Lessee agrees to pay for any damage incurred to the property or loss of its parts or attachments while in his/her possession or control. The Lessee agrees to pay any reasonable cleaning fees for equipment returned dirty, up to 50% of the rental cost in most cases.
8. Lessee will not retain the rental property beyond the "Due In" time without prior notice to and the consent of the Lessor. Lessee will pay the rental price in advance, or with prior agreement with Lessor, immediately upon return of the rental property. At the Lessor's sole discretion, rental property may be reported stolen if held five (5) days beyond the "Due In" date. Should litigation or collection become necessary, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court costs.
9. At the Lessor's sole discretion, all charges may revert to the daily rate if any monthly invoice or statement is not paid by the due date. Lessor will not make a refund on any equipment either delivered or picked up by Lessee or Lessee's representative.
10. If Lessee pays the damage waiver charge (DWC) as specified, subject to the exclusions and limitations below, the Lessor agrees to modify the terms of this contract and relieve the Lessee of liability for accidental damage to the rented item(s) on this contract, and loss due to fire, collision, acts of nature, upset, and riot. Lessor excludes from this waiver any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance, or other loss due to the Lessee's failure to care for the rented item(s) as a prudent person would his/her own property. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that the Lessee must file a report to the proper law enforcement authorities and furnish the Lessor with a copy. Additionally, if the Lessee has insurance for the loss or damage the Lessee shall exercise, and empower the Lessor to exercise, all rights to obtain recovery under insurance, and shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to the Lessor.
11. Cancellation of a tent or tent accessory received within thirty (30) days of the "Event Delivery Date" may be subject to restocking fees or loss of deposit. Cancellation of all other equipment received within fourteen (14) days of the "Event Delivery Date" may be subject to restocking fees or loss of deposit.
12. LESSEE WILL BE RESPONSIBLE FOR NOTIFYING LESSOR OF ALL UNDERGROUND UTILITIES. LESSEE WILL HAVE ALL UTILITIES MARKED AS TO IT'S LOCATION ON ALL AREAS TO BE STAKED FOR THE ERECTION OF, OR THE WEIGHTING OF LESSOR'S TENTS, MOONBOUNCES , ETC... FAILURE TO DO THIS, WILL RELEASE LESSOR FROM ALL RESPONSIBILITY AND EXPENSE IN THE REPAIR OF, OR REPLACEMENT OF SAID UTILITIES.
13. Lessee agrees that should any paragraph or provision of this agreement violate the law and be unenforceable, the rest of this agreement will still be valid.