



Equipment Rental Agreement

DEFINITIONS: For the purpose of this agreement,

“CLIENT” MEANS THE PERSON RESPONSIBLE FOR PAYING FOR THE RENTAL REGARDLESS OF THE INVOLVEMENT OF THE CLIENT’S AGENT IN THE ORDERING, RECEIVING, USE OR OTHER HANDLING OF THE GOODS. “RENTAL COMPANY” MEANS MCCALL PARTY RENTALS. “CLIENT’S AGENT” MEANS ANY THIRD PARTY WORKING FOR OR REPRESENTING THE CLIENT INCLUDING, BUT NOT LIMITED TO THE CLIENT’S EMPLOYEES, EVENT PLANNERS, CATERERS, FLORISTS, HOTEL/MOTEL REPRESENTATIVES AND THE AGENT’S EMPLOYEES.

“Rental” means having the use and/or possession of the rental goods for the specified rental period.

“Goods” means any items, including equipment and supplies, provided by the RENTAL COMPANY to the CLIENT or the CLIENT’S agent pursuant to this agreement.

“Equipment” means tents and accessories, including chairs, tables, staging, and dance floor, which are listed on the face of the rental agreement.

RENTAL COMPANY hereby rents to the CLIENT, and CLIENT rents from the RENTAL COMPANY, the material and equipment described on the attachment to this agreement (hereinafter called “equipment”), and agrees to provide the services incident thereto at the price set forth on the agreement and subject to the following additional terms and conditions.

This rental agreement adds terms and conditions to RENTAL COMPANY’S standard terms and conditions specific to the rental of equipment for tents, tables, and chairs and their related equipment.

1. CLIENT covenants that he or she shall secure all permits, licenses, consents, etc. required for installation, maintenance and use of the equipment and incur the costs thereof. RENTAL COMPANY agrees to provide appropriate certificates, specifications and drawings to assist CLIENT in obtaining those documents.
2. CLIENT agrees to provide at their expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, CLIENT shall remove all personal property installed or placed within the equipment by CLIENT or any other party.
3. RENTAL COMPANY has indicated that the proper and safe installation of tents requires ground anchoring. Inadequate anchoring could result in injury to persons, death and/or property damage. When RENTAL COMPANY does not use ground anchors, such as stakes in asphalt or a ram-set anchor in concrete, CLIENT hereby agrees to indemnify McCall Party Rentals from any claims which may occur if wind, water, snow or other weather cause the tent to collapse or be blown into any person or property.
4. CLIENT shall advise RENTAL COMPANY as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice, RENTAL COMPANY can assume that no such underground obstructions exist.
5. Although RENTAL COMPANY will endeavor to minimize damage to CLIENT’S lawn, plantings, underground utilities, fixtures and premises generally (including power failures and other hazards), CLIENT assumes the risk, and agrees to and shall indemnify and hold harmless RENTAL COMPANY from liability for any such damages which may occur.

6. CLIENT assumes all weather related risk. This includes responsibility for rental fees, tent damage, property damage and time delay. If the set-up cannot be rescheduled to another mutually acceptable time and must be completed during adverse weather conditions, such as wind or rain, CLIENT shall pay for any additional equipment, service or servicemen at RENTAL COMPANY's customary charge therefore.
7. RENTAL COMPANY may rely on and follow any directions whether oral or written of any member of CLIENT's family or his employees or agents with respect to any act or acts performed by RENTAL COMPANY in the delivery, installation, dismantlement or removal of the equipment and the performance of any services called for by this agreement.
8. CLIENT will provide readily accessible power outlets of sufficient capacity to safely operate all electrical facilities proposed herein.
9. CLIENT agrees not to do any type of cooking under or within a reasonable distance of the tent, except for specific kitchen tents that are identified on the face of the contract. CLIENT assumes full responsibility and costs incurred for damage expense to tent tops due to cooking process under or near tents.
10. RENTAL COMPANY shall deliver and install the equipment at such reasonable times as it deems best for safety and scheduling, allowing time for CLIENT's decoration and other pre-event arrangements.
11. If CLIENT supplies any labor in connection to the installation of the equipment, CLIENT shall provide workers compensation insurance for such labor meeting applicable state law requirements and general liability insurance amounts reasonably required by RENTAL COMPANY. CLIENT shall hold RENTAL COMPANY harmless from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by CLIENT.
12. CLIENT agrees that accessories and other equipment shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators.
13. In the event that CLIENT changes any of the arrangements relating to the services to be performed or to equipment to be rented, RENTAL COMPANY shall have the right to add or remove such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. CLIENT shall pay for any additional equipment, service or servicemen at RENTAL COMPANY's customary charge therefore.
14. CLIENT agrees that in the event of a predicted or actual storm or excessive winds, RENTAL COMPANY may dismantle any equipment that has been previously installed to ensure safety of all involved.
15. Upon dismantlement of the equipment, RENTAL COMPANY shall have no obligation to provide protection for such personal property of CLIENT or third party which had theretofore been protected by RENTAL COMPANY's equipment. RENTAL COMPANY shall have no obligation to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on CLIENT's premises not MCCALL PARTY RENTALS SUPPLEMENTAL RENTAL TERMS AND CONDITIONS directly attributable to the removal of the RENTAL COMPANY's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, RENTAL COMPANY may nonetheless enter the premises, move or remove any of such personal property at CLIENT's risk and cost, and dismantle and remove the equipment without further notice, and CLIENT hereby indemnifies RENTAL COMPANY from any cost, expense or liability arising therefrom.

THIS AGREEMENT MAY BE CANCELLED BY CLIENT AT **ANYTIME**. SUCH CANCELLATION BY CLIENT TO RENTAL COMPANY WILL RESULT IN FOREFEITURE OF THE 50% DEPOSIT AND NEGATE THE ORIGINAL CONTRACT IN ITS ENTIRETY.

No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the equipment rented, except as expressly provided herein. This agreement, together with the RENTAL COMPANY's standard terms and conditions, revisions and schedules from time to time attached hereto, constitutes the entire agreement. In the event of any breach of this agreement by RENTAL COMPANY, CLIENT's sole and exclusive remedy shall be the refund of the price paid, or that portion thereof as may represent CLIENT's damages. RENTAL COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM RENTAL COMPANY'S BREACH.

RENTAL COMPANY's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all the rights and remedies available to RENTAL COMPANY. RENTAL COMPANY's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing CLIENT from further performance.

The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not effect the remaining provisions or portions.

Any person executing this agreement on behalf of a corporation or other organization warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or other organization shall be bound thereby.

Severe Weather Conditions

CLIENT understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. People must leave the tents and not seek shelter in tents during such conditions.

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. McCall Party Rentals will make the services of one of its staff available on site during the event for an additional charge to assist with weather assessment and evacuation if necessary. If the CLIENT declines those services, the CLIENT understands that it is the CLIENT's responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of the tents. The CLIENT should become thoroughly familiar with evacuation procedures whether or not they decide to retain the services of a McCall Party Rentals staff member for the event.

Indemnification and Defense

CLIENT agrees that if legal proceedings are brought against McCall Party Rentals for compensation for personal injuries, death or property damage arising out of the event, CLIENT will indemnify McCall Party Rentals and its employees against any judgements which may be rendered against them except for judgments on claims which arise out of negligence, gross negligence or willful acts or omissions of McCall Party Rentals, its agents, servants or employees to the extent allowed by law.

I hereby acknowledge receipt and acceptance of this McCall Party Rentals and the stated terms, which I have read. My Signature authorizes credit card charges for rental and/or broken, damaged and missing items.

X _____
(Signature)

X _____
(Please print name)

(Date)

(Contract Number)

In lieu of signing this contract, a signature on the estimate will acknowledge you have read, understand and agree to the terms and conditions that are explained in this form.

****A copy of this form shall be provided at time of Inventory Delivery.***

*****Unless this signed and dated legal contractual agreement has been received by McCall Party Rentals in advance, a person at the location of delivery shall be available to legally represent CLIENT and sign the legal contract.***

PO Box 922 McCall, ID, United States 208-315-4474 mccallpartyrentals@gmail.com