

EVENT CENTRAL RENTAL CONTRACT  
Terms & Conditions

Contract # \_\_\_\_\_

1. **RESERVING EQUIPMENT:** Quotes and proposals do not guarantee availability of rental equipment. Equipment and items will be reserved only upon receipt of a signed rental contract and a valid credit card, cash, or pre-approved credit, and a 50% NON-REFUNDABLE deposit (cash, check or credit card). All reserved equipment is subject to a maximum 50% cancellation fee.
2. **SECURITY DEPOSIT/DAMAGE DEPOSIT:** For security against missing and damaged items, a cash refundable damage deposit will be added to all Event Division orders if payment is by cash or check. Items not returned within FIVE days of the event are considered lost or damaged and will be charged at replacement cost. Any charges left unpaid will be billed to your credit card or deducted from the damage deposit and a detailed invoice of those charges will be provided to you after the event.
3. **FINAL PAYMENT:** Client must provide Event Central with a final count 7 days prior to event at which time a final invoice with balance due will be provided. Full payment is due 7 days prior to event unless otherwise approved by Party Central. No orders will be scheduled for delivery until full payment is received except with pre-approved credit. An order is considered complete 2 business days prior to scheduled delivery. A \$25 surcharge will be added to your account each time a completed order is changed.
4. **PHYSICAL CONDITION OF RENTAL ITEM(S):** You acknowledge that prior to taking the rental item(s), you will examine it, will see it in operation (if appropriate), and will be aware of its condition and that it is in good condition except for any defect noted on the delivery document. It is your responsibility to return the rented item(s) to Event Central in the same condition, except for ordinary wear and tear.
5. **USE OF THE ITEM(S):** Upon delivery, you will be provided instruction given by Party Central in the proper and safe manner of using the item(s) or that you are so familiar and told Event Central that you were. You further agree that the item(s) will be used only at the address and location designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You should read and understand all manuals, written operating instructions and warnings as supplied for the equipment.
6. **RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES:** You are responsible for the use of the rented item(s). You assume all risk inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Event Central harmless from, and hereby release Event Central from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from EventCentral's negligence, from the defective condition of the item(s) or from any 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 OR PURCHASED.
7. **RESPONSIBILITY FOR EQUIPMENT:** From the time the item(s) is accepted at the time of delivery until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor cost, to replace or repair the item(s). Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.
8. **SITE PREPARATION:** Please be sure your site is ready (i.e. lawns mowed, vehicles out of the way, etc.) before crew arrives. Client will provide Event Central with markings on the ground of the existence of any underground utilities (i.e. phone or gas lines, septic systems, etc.), or condition that may interfere with the ability to stake and/or anchor equipment. Client assumes all responsibility for all damage to underground equipment in absence of such markings.
9. **DELIVERY/SETUP:** Event Central will do its best to honor client delivery requests, however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location. The client should be available to count all items upon delivery and pickup, otherwise, the counts performed by Event Central will be considered final.
10. **DELIVERY FEES:** All fees are based on tailgate delivery. Additional delivery and labor charges will occur for 2<sup>nd</sup> floor delivery, excessive distance between truck and where customer wants items placed, and after-hours delivery and pickup. Delivery fees quoted may change after site inspection.
11. **CLEANUP/EXPECTATIONS WHEN RETURNING ITEM(S):** All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be stacked as delivered. All dishes, glassware and cooking equipment should be returned to proper rack or container and assembled at a single location for pickup. Dishes, glasses, and flatware must be well rinsed and food and particle-free. Stoves, ovens, and grills must be returned clean. Linens should also be food and particle-free and be shaken out and put into laundry bags provided. Damaged items will be billed for actual repair or at replacement cost. Additional charges shall be imposed if pickup expectations are not met. If you desire to extend the term of this rental beyond the time and date specified you must immediately notify Event Central to obtain our approval, the terms for such extension, and a modification of this contract (see Paragraph 15).
12. **WEATHER:** Tents are temporary structures which can put persons underneath at risk when subject to high winds, electrical storms, and heavy rains. If there is any doubt as to the severity of a storm, you should evacuate the tent(s) immediately and seek the shelter of a permanent structure.
13. **TENTS (if applicable):** Tents are rented on an "AS IS" basis. Tents are a fabric structure which by their nature will keep out low or moderate intensity rain. However, it should not be expected that it provides safety or cover for severe weather.
14. **COLLECTION COSTS:** You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rental item(s) or otherwise in enforcing the terms of this contract. All disputes will be heard in Dauphin County, Pennsylvania.
15. **MODIFICATION OF CONTRACT:** These terms and conditions and any Event Central documents (i.e., proposals, confirmations, and invoices) represent the entire contract, and there are no collateral, oral, or other agreements outstanding. None of Event Central rights may be changed and no extension of the term of this contract may be made except in writing signed by Event Central and made a part of this contract. Any changes to the terms and conditions may only be made by a written amendment, email, or facsimile signed by both parties. All changes continue to be subject to availability and the cancellation fee set forth in Paragraph 1.
16. **DAMAGE WAIVER:** If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Event Central agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset, and riot. We exclude from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Event Central to obtain recovery and all insurance proceeds shall be given or assigned to Event Central.

DAMAGE WAIVER – Initial here to \_\_\_\_\_ or \_\_\_\_\_  
Accept Decline

I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.

\_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Name as it appears on Credit Card

MC Visa AMEX Discover

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_