



Rental Reservation Agreement

Terms and Conditions

455 Pease Rd, Burlington 98233 (360)-707-2115

1. DEPOSIT REFUND POLICY. **Greater than 60 days; any amounts paid are fully refundable (Excludes tenting, tent related accessories, restroom trailers, special order items are not eligible for cancellations, changes or refunds whatsoever and subject to 100% cancellation fee)**
 - 30-59 days; 75% of the 50% rental reservation deposit is refundable
 - 15-29 days; 50% of the 50% rental reservation deposit is refundable
 - 14 days are fewer; No portion of the rental reservation deposit is refundable **AND 50% RENTAL AGREEMENT BALANCE IS DUE AND PAYABLE.**
2. INSPECTION. Renter acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition and that he understands its proper use. Renter further acknowledges his duty to notify Dealer of any defects.
3. WARRANTIES. There is no warranty that the equipment is suited for Renter's intended use or that it is free from defects
4. RELEASE AND INDEMNITY. Renter assumes all risks inherent in the operation and use of the rental equipment by Renter and anyone else. Renter assumes the entire responsibility for the defense of and agrees to pay indemnity and hold Dealer, its shareholders, directors, officers, and successors (collectively "Dealer") harmless from, and hereby fully discharges and releases Dealer from any and all claims for damages to property or for bodily injury (including death), or loss of time or inconvenience, or consequential damages (including but not limited to lost revenue or profits) resulting from the use, operation or possession of the rented equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from the negligence of Dealer from the defective condition of the rented equipment or from any other cause.
5. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract: a) use for illegal purpose or in an illegal manner, b) use when the equipment is unsafe or in disrepair, c) improper, unintended use or misuse, d) use by anyone other than Renter or his employees without Dealer's written permission, e) use at any location other than the address furnished Dealer without Dealer's written permission.
6. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign his rights under this contract without Renter's consent but will remain bound by all obligations herein. Renter may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Renter is void.

7. TIME OF RETURN. Renter's right to possession terminates on the expiration of the rental period and retention of possession after this date constitutes a material breach of this contract. Any extension must be mutually agreed upon in writing.
8. LATE RETURN. Renter agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period. Renter agrees that if the rented goods are held beyond the expiration of the rental period as designated in the contract, the daily rate shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.
9. DIRTY, DAMAGED OR LOST EQUIPMENT. Renter agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Dealer. Renter also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at replacement cost plus freight. The cost of repairs will be borne by the Renter, whether performed by the Dealer or, at Dealer's option, by others.
10. PAYMENT. Renter shall pay all charges payable under this rental contract in advance provided, however, that the foregoing shall not limit the amount payable by Renter hereunder and all additional amounts hereunder shall be paid immediately as such costs or charges are incurred. Commercial accounts approved by Dealer may pay charges on an open account basis within terms specified by Dealer. Renter shall pay all reasonable costs of collection, court, attorney's fees and other expenses paid or incurred by Dealer in the collection of any charges due under this rental contract, or in retaking of the rental equipment or in other enforcements of the terms of this rental contract. Renter shall pay in addition to any other amounts payable hereunder a service charge on all past due accounts.
11. COLLECTION COSTS. Renter agrees to pay all reasonable collection, attorneys and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
12. REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass rising out of the removal of the goods.
13. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, enforceability or waiver of any of the provisions shall not affect the remaining provisions.
14. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes unsafe or in disrepair as a result of normal use, Renter agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.

Deposit Policy

A 50% reservation deposit is required at the time your reservation is made. Without a signed rental contract, rental reservation agreement and 50% deposit, the quote or reservation for any equipment may be terminated without notice at the option of Pacific Party Canopies. A credit card must be on file, even when paying by cash or check, for incidentals.

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Because we don't charge "by the day," we offer quite a bit of flexibility in the delivery and pick-up of your equipment. Please specify your preferences at the time you confirm your order, and we'll try to schedule something that works for you as well as for us. By contrast, if you require "pin point" delivery/pick-up or a narrow window (less than 4 hours) for delivery or pick-up, **additional fees may apply.** A "will call" option is offered on most equipment. Please inquire.

Delivery fees include delivery and pick-up during normal business hours except as noted. **Delivery outside of normal business hours will be subject to overtime rates.** Delivery fees are considered to be "to the door." For sites where equipment must be packed more than 50 feet from the back of the truck and/or up or down stairs, elevators, steep slopes or other rough terrain, **an access fee may apply.**

Standard item revisions are due (14) days prior to the reservation date, **any reduction will incur applicable restocking fee per item according to cancellation policy.** You may add items, based on availability. Pacific Party Canopies will continue to accept additions to the renter's order (subject to availability) until 48 hours prior to the event date. See our cancellation policy for more information.

"Last minute" changes (less than 5 days prior to delivery) will be accommodated if possible (additional fees apply).

Cleaning deposits are required on some items. Cleaning deposits will be refunded upon return of the order provided the item is clean to the specs provided with the item. Table and chair rental fees do not include set-up and break down of the same, except as noted. Please inquire about rates for us to provide this service.

By signing below, you acknowledge that you accept and understand the deposit refund policy, the delivery and pick-up parameters and the terms of this contract. Please return a signed copy of this agreement with your deposit.

X

Customer Signature