



RENTAL CONTRACT – TERMS & CONDITIONS

RALSTON SUPPLY CENTER, INC. (RSC, INC.) is in the business of renting equipment and supplies for parties and special events sponsored by our clients. The client whose signature appears at the bottom of this agreement wishes to rent and reserve equipment and supplies for an event that is scheduled to be held on _____ 20__.

_____ **RESIDENTIAL CLIENTS:** Attached is an invoice with a list of items to be rented by the client, together with charges for those items. Upon the signing of this agreement, the client will give **RSC, INC.** a deposit in an amount equal to 50% of the total amount shown on the invoice. This deposit will assure the client that the items required will be reserved for the client's event on the specified date. Only the client listed on the invoice is authorized to use the equipment and will be responsible for the return of the equipment after the event.

Credit Card Requirements: upon the signing of this agreement, the client will supply **RSC, INC.** with credit card information, including a credit card number, expiration date and an authorization to charge the credit card for any missing or damaged items or any unpaid charges on the account.

_____ **COMMERCIAL/NOT FOR PROFIT CLIENTS:** Attached is an invoice with a list of items to be rented by the client, together with charges for those items. Upon the signing of this agreement, RSC, INC. will reserve those items for the event of the client. The client will be required to pay the attached invoice in full, NET 30 from the date of the event.

DELIVERY AND RETURN OF THE EQUIPMENT: The required equipment and supplies can be picked up and return to our warehouse. Delivery and pick up services are available to our clients at reasonable rates. Deliveries can be made to a street curb, dock, garage or door readily accessible to our delivery truck or within 50 feet of an available parking location for our truck. Additional distances, steps, ramps, hills, elevators, etc. may be subject to an additional delivery/pick up charge. For pick-ups, all returned items should be stacked at the same place and manner in which they were delivered. Our Company can set up and remove the tables and chairs for an additional charge. Arrangements should be made prior to your event for this service. Normal delivery/pick up hours are Monday through Friday, 8:00 am to 4:30 pm. Delivery/pick up after 4:30 pm or on weekends can be arranged for an additional charge.

RSC, INC. will deliver and set up the equipment: one, two or three days prior to the scheduled days of the event. **RSC, INC.** employees will pick up the equipment: one, two or three days after the event. The actual date of pick-up and delivery will depend on the availability of the crews employed by **RSC, INC.** and the weather.

MISSING OR DAMAGED ITEMS: If **RSC, INC.** discovers after picking up the equipment that certain equipment is missing; RSC, Inc. will contact the client upon discovery and notify the client of the missing items. The client will have 24 hours from the date of notification to locate the missing items and to return the items to the business location of **RSC, INC.** Missing and damaged items will be charged to the client's credit card account at replacement cost.

USE OF EQUIPMENT: The tents provided by **RSC, INC.** will melt in the event of fire. No cooking or grilling will be permitted in the tents. No tiki torches, sparklers, or fireworks will be used within ten feet of the tent. All electrical, lighting and heating equipment to be used in the tent must be approved by **RSC, INC.** No colored streamers or tape shall be placed on the tent or side curtains. Side curtains must be kept dry and clean. If used, they must be kept hanging to dry, or folded and stored dry and clean.

EQUIPMENT CONDITION: All leased items are to be returned to **RSC, INC.** in substantially the same condition as when delivered. If cleaning is required, client will be charged cleaning fees at the rate of \$30 per hour.

FINAL PAYMENT: Final payment is due and required seven days prior to the event and will be paid by check, cash, credit card or debit card. No orders will be scheduled for delivery until full payment is received. Interest at the rate of 1 1/2 % will be due on any account balance more than 30 days overdue. There is a \$35 for returned checks.

Because all reserved equipment is prepared, staged and packed, the following restocking fees will apply:

Items cancelled 7 or more days prior to event: 25% restocking fee

Items cancelled 2 – 6 days prior to event: 50% restocking fee

Items cancelled the day of/day before the event: 100% restocking fee

SITE PREPARATION: Client is required to have the site ready (lawns mowed, furniture moved, vehicles moved) before the set up crew arrives. In the event that the site is not ready, this could result in installation delays and additional charges by **RSC, INC.**

UNDERGROUND UTILITIES:

IT IS IMPORTANT TO BE AWARE OF UNDERGROUND UTILITY LINES BEFORE TENTS ARE ERECTED.

Client is responsible for locating and marking all underground utility lines on the client's property, including, but not limited to, telephone lines, cable lines, sprinkler systems, water lines, gas lines, electric lines, septic systems, etc., and it is the responsibility of the client for notifying **RSC, INC.** of any other conditions that might interfere with the ability to stake and/or anchor equipment safely and effectively. The client shall have all underground lines marked. Client assumes responsibility for any and all damages to underground utilities, property damage and/or personal injury resulting from the absence of or incorrect location of underground utility lines and utilities on the client's property. The client shall indemnify and hold **RSC, INC.** harmless from any claims for damages or injuries arising out of the failure to have underground lines on client's property accurately marked and located. If the client does not know about the location of underground utility lines, client should notify **RSC, INC.** as soon as possible. This will enable **RSC, INC.** to call Dig Safely New York to have underground lines located. In the event **RSC, INC.** calls Dig Safely New York, client will be required to provide location address, contact information and the two nearest cross streets, and client will allow Dig Safely New York to enter on to the client's property for the purpose of locating utility lines.

DELIVERY AND SET UP: **RSC, INC.** will strive to accommodate client delivery request; 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 designate location. That location is described as follows: _____

The client must be available to count all items upon delivery and pick up; otherwise, **RSC, INC.**'s count will be considered accurate and final.

CLEAN UP AND PREPARATION FOR PICK UP: All floral arrangements, trash and decorations of any kind should be removed from the tent or other rental equipment before scheduled pick up time. There will be an additional charge for any items that have to be removed. All chairs and tables should be stacked in the designated location as delivered. Linens that are returned with burns, wax, holes, tears, permanently stained, wet or damp with mildew, or otherwise unusable, will be billed at replacement cost. Please notify **RSC, INC.** of these conditions.

INABILITY TO PERFORM: In the event that **RSC, INC.** is unable, due to circumstances beyond its control, to prepare for the client's event, **RSC, INC.** reserves the right to find substitute companies and/or subcontractors to fulfill its obligations under this agreement. In the event that the client cancels the event, due to circumstances beyond the control of the parties, **RSC, INC.** will attempt to locate another client for the use of the items reserved. In the event that another client cannot be found, **RSC, INC.** reserves the right to retain payments made in preparing for the event.

WEATHER: Tents are temporary structures designed to handle most normal weather conditions; however, there may be conditions in which the tents become unsafe, such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions.

10% DAMAGE WAIVER CHARGE: This is an optional fee that may be added to your contract. This fee would relieve the client of personal liability in the event that the equipment or property rented to the client is accidentally damaged by loss due to fire, windstorm, lightning, or riot, unless the loss results from the gross negligence of the client. In the event of a loss, a report must be filed with the appropriate governmental authorities.

I agree to all of the above terms and conditions:

Signature: _____

Name: _____

Date: _____

Event Date: _____

Address: _____

Phone: _____

Credit Card No: _____

Exp. Date: _____

CCV: _____

Notes: