



Rental Agreement, Terms and Conditions

1. **___ TITLE AND OWNERSHIP:** Title to the rented property is and at all times, shall remain in All Event Rental's (from here in known as AER) name. Only the parties hereto and those persons whose names are listed on the reverse side, are authorized to use the property. Customer will not permit the property to be used by any other person or at any address other than the address designated on the reverse side without the expressed consent of AER.
2. **___ INSPECTION:** Customer acknowledges customer's responsibility to inspect the equipment prior to its use and notify AER of any defects.
3. **___ REPLACEMENT OF MALFUNCTIONING EQUIPMENT:** If the equipment becomes unsafe or in disrepair for any reason, customer agrees to discontinue its use and to notify AER. AER will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use. AER is not responsible for any incidental or consequential damages caused by delays or otherwise, and customer hereby waives any right or entitlement thereto.
4. **___ NO WARRANTY:** is given against evident or hidden defects in material, workmanship or capacity. AER is not the manufacturer of said property, nor the agent thereof. AER is not responsible for any damage, injury, harm, or death resulting from equipment malfunction. Any and all chairs are capable of supporting **ONLY 250 pounds**.
5. **___ HOLD HARMLESS AGREEMENT:** Customer shall defend, indemnify and hold harmless, AER and it's employees, agents and subsidiaries, from and against all claims, liabilities, losses and damages to property or bodily injury (including death) or otherwise, and expenses of every character whatsoever, resulting from the actions negligent or otherwise, of customer, customer's employees and agents of customer or customer's subcontractor. The indemnities included in this exhibit shall include reasonable attorney fees paid by AER in defending suit and actions involving liability covered by the indemnification provision in the paragraph.
6. **___ TIME OF RETURN:** Customer's right of possession terminates on the expiration of the rental period. Any extension must be at AER's election and be mutually agreed upon in writing.
7. **___ PERMITS AND LICENSES:** Customer shall, at its own expense, and prior to the installation of the equipment, provide all necessary permits, licenses and other consents.

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8. **___ RETURN OF EQUIPMENT, DAMAGE, THEFT & LOSS:** All customers that submit a rental order request, will be asked for their credit card information for “on file” purposes in the event that any rental items are damaged or missing upon pickup by AER staff or return of rentals by customer. AER is authorized to charge customers' credit card should such damages or missing rentals occur. At the termination of this Agreement, customers shall return all the equipment to AER's premises during AER's regular business hours, in the condition and repair as when delivered to customer, subject only to reasonable wear and tear. If AER has agreed to deliver the equipment to customer, or to pick up the equipment from customer, the customer shall be responsible for all losses or damage to the equipment from time of delivery to the customer and until picked up by AER.

9. **___ INCLEMENT WEATHER AND ASSOCIATED RISKS:** AER shall at all times, have the right to remove equipment from outdoor premises in the event of inclement weather that threatens the future performance of said equipment and the safety of the public. Customers assume all weather-related risks involved in holding an outdoor event.

10. **___ DELIVERY/PICK UP:** Customer agrees that delivery and set-up are two separate entities. In the event of delivery, equipment will be delivered at the closest point the equipment is considered safe by AER representative. In the event of set-up, this service must be arranged prior to delivery date with separate charges applied. If no arrangements are made and this service is desired on delivery, AER's driver must call for authorization first and quote the charge for this service.

11. **___ CLEANING:** China, glassware, and flatware must be returned, rinsed **and repacked** properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ/Grills and cooking equipment.

12. **___ LINENS:** Any obvious non-repairable damage such as mildew, burns, tears, heating element residue, or candle wax will incur full replacement cost at time of return. DO NOT ROLL UP OR BAG ANY WET LINENS FOR MILDEW WILL RESULT. All linens are fully pressed and are delivered folded or on hangers for shipping purposes which will cause some creases. We do offer on site pressing after delivery for an additional charge. All hangers must be returned, if not there will be a charge of \$1.00 per hanger. Late linen order changes made within 5 business days of the scheduled delivery date could incur additional costs.

13. **___ ELECTRIC POWER:** Customer agrees to furnish AER access to, and the right to use customer's electrical connections for the installation and operation of the rented equipment.

14. **___ PREPARATION OF SITE:** Customer agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of AER's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. If a customer fails to do so, then the customer shall pay all costs involved for any delay, additional rental and all costs including collection and legal expense.

16. **___ UNDERGROUND FACILITIES:** Customer agrees to have all underground facilities in the vicinity of the equipment installation, clearly marked prior to the arrival of AER's work crews. Customer assumes full responsibility for damage to all underground facilities. To identify underground facilities, customers must call **Sunshine State at 1-800-432-4770** one week prior to installation.

17. **___ CUSTOMER CHANGE ORDERS:** If customer decides to ADD any rental items within seven (7) days prior to customer's DELIVERY DATE, customer may be subject to additional charges. Clients may NOT reduce the quantity or change the color or fabric type at any time, two weeks prior to the event delivery date.

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18. ____ **CHAIR RE-STACKING FEE (FOR "DROP OFFS" ONLY):** *All rental items* "dropped off" to customers and/or event venues, **are to be re-stacked and replaced the way they were delivered.** If such chairs and or rental items (tables, dishware, flatware, etc.) are not restacked or replaced the way they were delivered when AER staff comes to pick up chairs and rentals, **AER will bill customers a restocking fee.**

19. ____ **Customer shall pay a minimum 25% Retainer, of the agreed upon Job Total price, to hold said Job. Final payment must be made to AER in full 14 days prior to the beginning of the rental period to avoid any late fees. Any changes to orders and final counts must be provided no later than two weeks before the beginning of the rental period. (unless previously approved).**

20. ____ **Neither Customer or associates of the Customer will disparage, criticize or otherwise make a derogatory or negative comment, statement or disclosure about AER or AER Related Party that it knows is a AER Party or AER, Related Party in the press, media or other public forum (excluding, for clarity, reports about truthful testimony or bona fide disputes between the Parties)**

21. ____ **MULTI-MEDIA RELEASE:** The undersigned hereby gives to Devyn Catering its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, Social media, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes all without inspection or further consent or approval by the undersigned.

22. ____ **Cancellation Policy:** Cancellations must be submitted in writing during normal business hours. If a customer decides to cancel this order, the customer is obligated to pay a 25% handling fee of the grand total of the order. No refunds will be issued within 14 days of delivery date. The deposit is required for the purposes of holding the date and the equipment for your event also included is administrative cost.

23. ____ I hereby authorize AER, Bee Ridge Florist and/or The Devyn to charge the above credit card for full or partial payment of all or any rental or sale orders placed by my authorized agent (s) or me. This document will serve as the "Signatures on file" for all rental agreements in my name and/or the name of my company, I guarantee and warrant that I am the legal cardholder for this credit card, and that I am legally authorized to enter into this agreement with AER and it's affiliates.

I HAVE READ AND AGREE TO THE ABOVE "TERMS AND CONDITIONS" (PARAGRAPHS 1 - 21) AND ACKNOWLEDGE RECEIPT OF THE SAME.

Customer Name (Please Print):

Customer Signature: _____

Date: ____ / ____ / ____

Event Date: ____ / ____ / ____

Event Time: _____ am/pm- _____ am/pm _____

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