

PJ's Party Rental (Schiada Events L.L.C.) Customer Contract

940-384-7789

For the purpose of this Rental Agreement "PJ's Party Rental" shall mean Schiada Events L.L.C. and its employees and "Customer" shall mean the person or entity legally renting the items from PJ's Party Rental, its agents and/or employees. The Customer is responsible for reading and understanding all information. PJ's Party Rental and the Customer agree to the following:

1. RESERVING – DEPOSIT/PAYMENT/CANCELLATION:

Quotes do not guarantee availability of rental items. Rental equipment will be reserved only upon receipt of a 50% Non-refundable reservation fee. In order to properly service all of our Customers we require a final count on all rental equipment 10 days prior to the event at which time a final invoice will be provided if changes have been made. A 24-hour notice of all canceled item(s) is required or all charges will be charged to the Customer. If circumstance requires cancellation the 50% reservation fee will be retained by PJ's Party Rental as a cancellation fee. A \$25.00 charge will be added to your account each time the order is changed within 24 hours of your scheduled delivery or will-call date. All charges are due the day of pick-up or 5 days prior to a scheduled delivery unless other arrangements have been made with management. No orders will be scheduled for delivery until full payment has been received. If you choose to extend your agreement beyond the return date it is understood that additional rental fees will be incurred. The rental of the equipment is to the Customer indicated on the contract/invoice. Customer agrees not to sublet, loan or move the rental items from the address at which Customer represented they were used and/or delivered to. Responsibility of the items remains with the Customer from the time of delivery or pick up to the time of pick up or return. All collection fees, attorney's fees, and court costs or any expenses involved in the collections of rental/replacement/cleaning charges will be the Customer's responsibility. PJ's Party Rental may terminate the rental at any time and retake the items without further notice, in case of violation by Customer of any terms or conditions of this Rental Agreement/Customer Contract.

2. DELIVERY & PICK-UP:

PJ's Party Rental will strive to accommodate Customer delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. Our regular Delivery hours are Mon-Fri 8AM-6PM and Sat. 8AM-12Noon. Other delivery times can be arranged for additional charges. All items will be delivered and picked up at a scheduled location. The Customer must be available to count all items upon delivery; otherwise, PJ's Party Rental counts will be considered accurate. Deliveries are made to a ground floor location (dock, garage or door) easily accessible to our truck/equipment and within 50 Ft from the curb. A \$50 charge will be added to all orders over 50 Ft. A \$75 charge will be added if delivery personnel cannot use delivery equipment because of narrow passage. A \$50 charge will be added for elevators. We do not deliver to locations with stairs. Driver is not allowed to bring items inside a residence or move non-rental items. It is the responsibility of the Customer to be sure the site is ready, (lawns mowed, furniture moved, vehicles moved, etc.) before a scheduled delivery. If the site is not ready or accessible when the driver arrives, the Customer will incur additional fees and/or the equipment may not be delivered. For return pickup, all rental items MUST be stacked in the same place and manner in which they were delivered. Customer is responsible for secure storage. A take-down fee will be assessed for items which are not ready for pick-up as described above. If the driver cannot locate items or get access to the items for pick-up you will be charged a second pick-up fee for the return trip. Delivery charges are based on your Zip Code and are per truckload.

3. CUSTOMER PICK-UPS (WILL CALL):

If Customer has arranged for "Will Call" of equipment the CUSTOMER IS RESPONSIBLE FOR LOADING AND UNLOADING. If the Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold harmless Dealer and its employees for any property damage or personal injury, regardless of whether injuries or damage are caused in whole or part by negligence of Dealer or its employees. Customer is responsible for supplying all necessary tie downs, blankets and a proper vehicle to safely transport equipment. It is the Customer's responsibility to insure the pick-up person is capable of said task. All items must be returned the day after the event during regular business hours, unless other arrangements are made prior to rental. If items are not returned in a timely fashion it is understood additional rental fees will be incurred.

4. EQUIPMENT RESPONSIBILITY:

Customer is responsible for equipment from the time of possession to the time of return. It is the Customer's responsibility to inspect and count items prior to use and find them suitable to their needs, in good working order and as listed on the Rental Invoice. Should Customer have any disputes or concerns with the quality or count of rental items, Customer shall notify PJ's Party Rental immediately. It is the Customer's responsibility to ask for operational instructions if they are not knowledgeable about safely using the item. It is the Customer's responsibility to return rental equipment in the same condition as it is received. If cleaning instructions accompany the equipment, these instructions must be followed. All floral arrangements, trash and decorations of any kind must be removed from rental items. Candelabras and Candleholders must have all waxy residue removed before return. All dishes, glassware, flatware, and any other catering equipment should be returned to proper containers, cleaned and dried. We ask that tables and chairs be wiped down if unusual grime or mud is evident. **ANY ITEM THAT IS RETURNED DIRTY WILL INCUR ADDITIONAL CLEANING FEES EQUAL TO 25% OF THE RENTAL COST ON THAT EQUIPMENT.** It is the Customer's responsibility to obtain any use permits required for rental equipment. The Customer assumes the entire risk of loss, regardless of cause. If items are lost, stolen or damaged the Customer will be liable for all costs of replacement or repair, including all labor costs. Customer agrees to be sure all equipment is secured and protected from weather. We understand that estimates are required when purchasing concession machine supplies, but, please try to be as accurate as possible. A 15% restocking charge will apply when food product is returned. Any items which show evidence of being opened cannot be returned.

5. LINENS:

Linens should be food and particle free, shaken out and placed in the laundry bag(s) supplied. NEVER leave damp linens in a plastic bag or other air tight container for any extended period of time due to mold. You will be responsible for any damage caused by burns, wax, holes, tears, mildew or permanent stains. Automatic replacement fees will be incurred upon discovery of damages. The fee is 3 times the regular rental rate. These items will be inspected upon pickup or return with the customer. You will have the option to wait in our office to observe the count/inspection upon return or give us 48 hours to inspect. Dye lots, seams and hems may vary. Some severe stains may come out after cleaning, if so we will report this to you.

6. TENTS/WEATHER:

Customer is responsible for obtaining any permits required for tent use. Customer agrees to inform PJ's Party Rental, prior to delivery, of the existence of any underground conditions that may interfere with the ability to stake and /or anchor equipment. Tents are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions. We WILL NOT set up or deliver a tent if winds increase to 20mph or above.

7. INDEMNITY/HOLD HARMLESS:

Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless PJ's Party Rental from and against any and all liability, claims, judgements, attorney's fees and costs of every kind and nature, including but not limited to, injuries or death to persons and damage to property, arising out of the use, operation, or possession of the items rented, however caused. PJ's Party Rental will not be liable for any damages or injury at the event. Emergency #940-391-1917