



HOUSTON TENTS & EVENTS, LLC - RENTAL AGREEMENT TERMS AND CONDITIONS

Houston Tents & Events, LLC (hereafter referred to as Houston Tents & Events), hereby rents to the CUSTOMER, identified by your signature on the reverse page of this contract, the Rental Items described in this subject to all terms and conditions on each page of this contract, and the CUSTOMER, in consideration thereof, acknowledges that CUSTOMER has read these terms and conditions and agrees as follows:

1. The CUSTOMER certifies and acknowledges receipt from Houston Tents & Events the Items identified in this contract during the time period listed herein. CUSTOMER'S right of possession terminates on the expiration of the rental period and retention or possession after this tie constitutes a contract, there will be late fees added to the final bill. Late fees will be added to the CUSTOMER'S invoice equal to the maximum rate allowed by law specifically authorizes Houston Tents & Events to charge the CUSTOMER'S credit card for such charges.
2. Rental Items are to be used by the CUSTOMER at the address listed in this contract for the stated period of time. The Rental Items are to be used solely for the purposes for which the Rental Items are manufactured and intended. The cost of unused Rental Items are not refundable (excluding a generator being used as a back-up source of power which will only be billed at the back-up cost if the unit is not used during the rental period, if the generator is used in a situation other than a back-up to another unit, the CUSTOMER will be charged the full standard amount for that generator).
3. Rental Cancellations: Houston Tents & Events will make a full refund on rental items if Houston Tents & Events is notified by phone or email 48 hours prior to the agreed delivery date and time. The CUSTOMER will be charge 50% of the total contract for orders cancelled 24 – 48 hours prior to delivery date and time. The CUSTOMER will not receive a refund if the order is cancelled less than 24 hours prior to the delivery date and time.
4. CUSTOMER has personally inspected the Rental Items and found them to be in good working order and unbroken condition when received and suitable for the CUSTOMER'S intended use as outlined in the agreement.
5. To the extent allowed by law, CUSTOMER assumes all risks of loss and agrees to hold Houston Tents & Events harmless from property damage and personal injuries caused by the Rental Items and/or arising from CUSTOMER'S negligence. Conditions which prevent safe operation of Rental Items shall relieve the CUSTOMER of responsibility for rental charges. Houston Tents & Events inspects and maintains the Rental Items, but these items may show signs of normal wear and tear as long as it doesn't affect the workmanship of the Rental Items.
6. CUSTOMER assumes all responsibility for Rental Items while possessing Rental Items and agrees to return the Rental Items to Houston Tents & Events in the same condition as they were received. Houston Tents & Events will inspect Rental Items upon return and make determinations regarding the condition of Rental Items (except for acts of nature).
7. CUSTOMER acknowledges that tents are, by their nature, temporary structures and may be subject to leaking or tendency to collapse during severe weather conditions. Houston Tents & Events assumes no liability for personal injury or property damage caused by the tent while in the CUSTOMER'S possession, unless negligence is proven on behalf of Houston Tents & Events, its agents or representatives.
8. CUSTOMER shall be responsible for loss, liability, injury, or damage incurred as a result of improper handling of electrical equipment or Rental Items. CUSTOMER, its agents, employees, or designated representatives shall not handle, move, cut, or in any manner alter or reconfigure any electrical cables or connections unless the work is done by a licensed electrician and CUSTOMER has expressed consent of Houston Tents & Events.
9. Houston Tents & Events is not responsible for setting up and tearing down tables and chairs unless CUSTOMER has specifically contracted for this service and the applicable charges are included in the Rental Items list or specific notes for "INSTALL" or "ON-SITE" or "STRIKE" labor charges. If CUSTOMER fails to uphold its setup or tear down obligations, Houston Tents & Events will assess an additional fee of One dollar (\$1.00) per table and/or Fifty Cents (\$0.50) per chair on the Rental Items.
10. CUSTOMER shall have the installation area cleared prior to installation date and time and if a tent was included in this contract, its contents shall be removed prior to confirmed and mutually approved "STRIKE" date and time.
11. CUSTOMER will provide Houston Tents & Events with complete and concise instructions for tent placement. CUSTOMER acknowledges that Houston Tents & Events has no information regarding underground installations on the property and Houston Tents & Events only constructs the tents where the CUSTOMER instructs and approves to Houston Tents & Events and its agents. Houston Tents & Events shall not be held liable for inadvertent damage or harm to any underground improvement at the site of tent placement that was confirmed and approved by CUSTOMER.
12. Rental Items lost or damaged beyond repair will be paid for by CUSTOMER at replacement cost. All repairable Rental Items will be repaired by Houston Tents & Events. The cost for such repairs shall be paid by the CUSTOMER. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost Rental Items.
13. There are no warranties, expressed or implied, other than those set forth in this contract. Houston Tents & Events only provides a warranty for fitness of purpose.

14. CUSTOMER will immediately discontinue use of the Rental Items should at any time the Rental Items, while in the CUSTOMER'S possession, become unsafe or in a state of disrepair. CUSTOMER shall immediately notify Houston Tents & Events of such condition.
15. All Rental Items that are "CUSTOMER PICK-UP" or "WILL CALLED" shall have a designated pick-up time and be returned to Houston Tents & Events complete with all attachments, accessories, and parts as listed in this contract in the same condition that the Rental Items were received by the CUSTOMER.
16. CUSTOMER shall defend, indemnify and hold Houston Tents & Events harmless from any claim or liability whatsoever resulting from the negligent use of the Rental Items. Rental Items will be used by the CUSTOMER or designated person, and no other, without the prior written consent of Houston Tents & Events.
17. CUSTOMER may only extend the time period stated in the contract with written permission via email communication, prior to extension, signed by both CUSTOMER/Houston Tents & Events.
18. Houston Tents & Events may, at its sole and absolute discretion, revert all charges to a daily rate if monthly statements or invoices are not paid by the due dates.
19. Houston Tents & Events has the right to report stolen any unreturned Rental Item within TEN (10) days of the date listed in the "strike" section of this contract, or if conditions and circumstances indicate theft before that time in accordance with Article 31.04 of the Texas Penal Code provides that failure to return personal property under a rental contract within that TEN (10) days period of due date after receiving notice demanding return is a prima facie evidence of theft of service.
20. Houston Tents & Events and CUSTOMER agree that all charges for damaged Rental Items will be paid by CUSTOMER. Rental Items damaged beyond repair shall be paid for by CUSTOMER at its replacement cost at the time of rental. The cost of repairing any Rental Item shall be borne by CUSTOMER. All collection fees, court costs, NSF charges, attorney's fees, or any other expenses not listed that are involved in the collection of these charges will be paid by the CUSTOMER.

Last Revised 1/2/2020

Name (First/Last Printed): _____

Signature: _____

Company (If Applicable): _____

Date: _____