

Party Line Rentals Ltd. Terms and Conditions

I/We the undersigned customer do hereby acknowledge receipt of and rent from the owner, PLR, the rented item listed on the front of this rental contract and is familiar with and qualified to use these items. I/We have read, understand and agree to the terms and conditions listed below and on the front side of this contract.

1. **Choice of Rental Items:** Customer acknowledges that he had an opportunity to personally choose, inspect and test the equipment rented, and accepts the rented item "as is" and finds it suitable and safe for his needs and in good working condition and understands it's proper and safe use. Customer further acknowledges his duty to continuously inspect the equipment prior to each use and notify PLR of any defects and to stop using any item that is in disrepair or unsafe to operate.
2. **Replacement of Malfunctioning Equipment:** If the equipment becomes unsafe or in disrepair as a result of normal use, abuse or neglect customer agrees to discontinue use and notify PLR who will replace the equipment with similar equipment in good working order, if available. In the case of abuse or neglect PLR may not replace the item at our sole discretion. PLR is not responsible and is held harmless for any incidental or consequential damages cause by delays or otherwise.
3. **Dirty, Damaged or Lost Equipment:** Customer agrees to pay for any damage to or loss of the goods, including loss of rental as an insurer, regardless of cause, except for reasonable wear and tear, while goods are out of the possession of PLR. Customer agrees to pay a reasonable cleaning charge for rental items returned dirty or coated by other. ALL China, Glassware, Serveware, Flatware must be returned *Food Free* and *Rinsed*. Linens must also be Food Free, Dry and Folded. Wet and Mildewed linens are considered damaged beyond repair. 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 its current list price plus any transportation charges. The cost of repairs will be borne by the customer, whether performed by PLR, or at PLR's option, by others.
4. **Warranties:** There are no Warranties of merchantability of fitness, either expressed or implied. There is no warranty that the equipment is suited for the customer's intended use, or that it is free from latent defects.
5. **Hold Harmless and Indemnification Agreement:** Customer agrees to assume all inherent risks in the operation and use of rental items, and hold PLR harmless for property damage and personal injury caused by the equipment and/or arising out of PLR's negligence.
6. **Force Majeure:** PLR's performance under this agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strikes, labor disputes, and other acts of God, and governmental mandates beyond our control. In such event, we agree to promptly notify you. If, in our option, circumstances permit, we will use our best efforts to provide substitute services as close as reasonably practicable to the services specified herein, subject to your written approval. Customer assumes all additional out of pocket expenses related here to.
7. **Prohibited Uses:** use of the equipment in the following circumstances is prohibited and constitutes breach of this contract.
A: Use for illegal purpose or in an illegal manner.
B: Use when equipment is in disrepair or is unsafe.
C: Improper, unintended use or misuse.
D: Use by anyone other than Customer or his employees, without PLR's written permission.
E: Use at any location other than the address furnished to PLR without PLR's written permission.
F: Use by anyone not properly trained or supervised.
G: Cooking under or near any tent or structure.
8. **Assignments, Subleases and Loans of Equipment:** PLR may assign their rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan equipment without PLR's written permission. Any purported assignment by Customer is void.
9. **Permits and Licenses:** Customer agrees to obtain at their expense, and provide a copy of, prior to the installation, all necessary permits, licenses or permission required for the event. PLR will furnish any additional information required to obtain the permit i.e. Certificate of Flame Retardancy and other.
10. **Rental Rates:** Rental rates are listed on the front side of this contract. Rates are nonnegotiable. Daily rentals are based on a 24-Hours period. Rental rates do not include fuel. Weekly rates are based on a 40-Hour Week and 160-Hour Month.
11. **Severability:** The provisions of this rental contract are severable. If one is invalid, unenforceable, or waived, the rest will not be affected.
12. **Identification:** Customer agrees that our identifying marks, including company name and or logos may appear on rented items while in your possession. Removal of such, by the customer, will result in extra charges.
13. **Times of Return and Late Return:** Customer's right of possession terminates on the rental period "Due In" date and time. And retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing. Customer agrees to return the rented items during PLR's regular business hours Customer agrees that if the rented items are held beyond the expiration of the rental period overtime charges will accrue and be charged as overtime upon return and closing of this contract
14. **Deposit:** To reserve any rental item a non-refundable deposit is required. Reservations will be honored at time of receipt of the non-refundable deposit and a signed contract and is subject equipment availability at time contract and deposit is received by PLR.
15. **Time of Payment:** All rentals are to be paid in advance. Open accounts are due and payable net 30 days from date of invoice. All past due invoices carry a finance charge of 1.5% per month (annual rate of 18%).
16. **Taxes:** Renter agrees to pay all taxes, license fees or permit fees arising out of the use of the rented item or purchase of our products and or services. Renter agrees to pay PLR said taxes upon demand.
17. **Collection Costs:** Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of PLR's rights under this contract.
18. **Repossession:** Upon failure to pay rent or other breach of this contract PLR may terminate this contract and take possession of and remove the goods from wherever they are. PLR and his agents shall not be liable for any claims for damage or trespass arising out of removal of the goods.
19. **Conversion:** Failure to return rented equipment pursuant to the terms of this rental agreement may subject the renter to criminal and civil prosecution.
20. **Damage Waiver Charge (DWC):** If the customer accepts DWC, PLR agrees to waive any claim against customer for ACCIDENTAL DAMAGE to equipment rented under this contract. DWC does not cover ABUSE, VANDALISM or THEFT. DWC is not insurance and customer liability is limited to 20% of the replacement cost of the equipment damaged beyond repair. DWC does not cover tire damage, flat tires or any exclusion listed on a rented item listed on the front side of this contract. Damaged equipment does not relieve your obligations of this contract; all rental fees are due and payable in full.
21. **Delivery and Pickup Terms:** PLR does not warrant or guarantee an exact delivery time and will not be held liable for any delays or additional expenses incurred for any delays for any reason beyond our control. All rented items scheduled for pickup shall be ready for pickup in the same manner as delivered i.e. stacked, bagged or boxed. Extra charges will be assessed for any additional labor or cleaning required by PLR. Customer is responsible and accepts all risks for rental items in your possession until PLR picks up.
22. **SAFETY and INSTRUCTION:** Proper and safe use is the responsibility of the operator. Customer is solely responsible to observe and follow all safety rules and regulations required by any local, state or government agency. The customer also acknowledges that they are qualified to use items rented.
23. **Insurance:** Customer shall maintain, at their expense, liability, property and casualty insurance coverage in the amounts necessary to fully protect PLR and our equipment against any claims, loss or damage of whatever nature or type.
24. **Weather-Related Risk:** Tents are temporary structures and could possibly collapse during severe rain, snow, or windstorm. Evacuation of Tents in high winds, snowstorms, or extreme lightning is recommended. You agree that in the event of a predicted or actual storm or excessive winds, we may dismantle any previously installed rented Tents and related items to ensure safety of all persons involved. CUSTOMER ASSUMES ALL WEATHER-RELATED RISKS INVOLVED IN HOLDING AN OUTDOOR TENTED EVENT.
25. **Staking and Site Prep:** Customer shall mark out all underground obstructions and or utilities along with the placement of the tent. PLR will not be liable for any damage caused there to. Customer is to provide a suitable surface for tent erection. PLR will not assume any liability for damage caused by staking i.e. holes, cracks or any other surface or subsurface damaged arising out of the erection or dismantling of a rented tent.
26. **Sale of Used Equipment:** All used equipment is sold "as is" and "with all faults" basis. PLR makes No expressed or implied warranties other than what is listed on the contract.