



Premiere Events Tent Rental Agreement

11810 Manchaca, 78748 (512) 292-3900 8868 Research, # 304, 78758 (512) 870-8552

Rental Terms and Conditions

1. The rented item (s) shown on this rental contract is / are the property of Premiere Events (hereinafter referred to as Premiere), and is / are rented subject to this contract for rental charges stated and for the period of time noted on page 1 of this agreement. If the renter wishes to extend this rental beyond the term of the agreement, renter must notify Premiere and obtain approval. **Additional charges may apply**, and shall, if applicable, be **due at the time approval is granted**. If this agreement has not been extended and renter fails to return the item(s) or make the item(s) available for retrieval, Premiere may, in order to enforce its property ownership and to protect its interest under this agreement, retake the item (s) at any time. To do so, Premiere or its representatives may enter renter's property and renter hereby waives any right of action against Premiere for such entry and retaking.

In addition, you acknowledge that the failure to return rented item (s) or make rented items available for Premiere's retrieval within the contracted time, and or the sale or concealment of rented items is prohibited, and that such action may constitute a crime. Premiere, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting renter to prosecution. Renter agrees to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rental item (s) or otherwise in enforcing the terms of this contract.

2. FROM THE TIME THE ITEM (S) IS PICKED UP BY OR DELIVERED TO Renter, UNTIL THE TIME IT IS RETURNED OR RETRIEVED (BY Premiere), Renter is RESPONSIBLE FOR IT / THEM. If the rented item (s) is lost, stolen or damaged while in renter's care, **regardless of fault**, renter is responsible for all charges, including labor and shipping costs to replace or repair the item (s).

3. Renter hereby agrees that he / she / they are satisfied with the instruction, if any, given by Premiere in the proper and safe manner of using the rented item (s) or that he / she / they are sufficiently familiar with the item (s) and its proper and safe operation. Renter further agrees that the item (s) will be used only at the address designated and for the purpose for which the item (s) was manufactured and intended and that all labels, warnings, prohibitions and printed instructions, if any, will be followed.

Renter assumes all risk inherent in the operation and use of the item (s) and agrees to assume the entire responsibility for the defense of, and to pay, indemnify and hold Premiere harmless from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item (s), whether or not it be in part from Premiere's negligence, from the defective condition of the item (s) or from any cause. RENTER AGREES THAT NO WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

4. Renter hereby agrees to accept any and all rented item (s) in their "as rented" condition, and to return and or make available for retrieval any and all item (s) in their "as rented" condition, normal wear and tear excepted. Renter may, upon pick up or receipt of rented items, inspect their condition and note any defect on this contract.

5. If the renter accepts damage waiver protection, subject to the limitations and exclusions below, Premiere agrees to relieve renter of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, wind storm, upset and riot. Premiere excludes from the waiver any loss or damage due to theft, burglary, collusion, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to failure to care for the rented item (s) as a prudent person would his / her / their own property. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that renter must file a report to the proper law enforcement authorities and furnish Premiere a copy of same. In addition, if renter has insurance for the loss or damage, renter must exercise, and shall empower Premiere to exercise all renters rights to obtain recovery under insurance, shall cooperate with Premiere to obtain recovery and all insurance proceeds shall be given or assigned to Premiere Events.

6. Premiere has reserved the rental item (s) specified in renter's tent-rental agreement. Renter has made a 50% non-refundable rental reservation deposit. For many tented events, tents are reserved in case of rain. When a tent

reservation is designated as a WEATHER CONTINGENCY, the renter shall have 48 hours prior to the event to proceed with or to refuse the reserved tent. If instructions to proceed with the installation are given, the 50% balance on the tent rental order is due and payable. Weather contingency tents will not be installed without payment, in full, in advance. If the Weather Contingency tent is refused, renter forfeits the right to expect that, should bad weather occur, Premiere will be able to honor the cancelled reservation. Renter understands, and hereby acknowledges that, once a Weather Contingency reservation is forfeit, renter will have no recourse other than to place a new tent-rental order, subject to product and labor availability. The original tent-rental deposit shall NOT be applied to the new tent-rental order, if such an order is placed.

7. PTE accepts payment, via telephone, by Visa, Master Card, Discover and American Express. A fully executed Credit Card Payment Authorization Form must accompany any and all credit card payments, and may be transmitted via fax (to 512.292.4066) or email to info@premiereeventonline.com or to angela@premiereeventonline.com.

8. This document represents the entire agreement between the parties, save provisions, if any, on a non-tent rental agreement, if such an agreement has been made. None of Premiere Events rights may be changed and no extension of the term of this contract may be made except in writing, signed by Premiere Events and made a part of this agreement.

I hereby acknowledge that I have received and understood the terms and conditions of this tent rental agreement, that I have received and understood any instructions provided, and stipulate that I have read and agree to all terms and conditions set forth in this document. Unless declined, I also accept and agree to the Damage Waiver Charge.

_____ _____
Renter or Authorized Agent Date

Renter hereby declines benefits of Damage Waiver Coverage, as explained in item 5 above. Renter fully understands that he / she / they are fully responsible for the retail replacement cost, plus shipping, handling and any other customary charges, should damage to or loss of Premiere Events rental item (s) occur. Renter has completed the Damage Waiver Declination form, preauthorizing Premiere Events to charge such loss or damage, should it occur, to the credit card provided, and, if the credit card provided is not processed by the issuer, to provide prompt payment (defined as 10 days from the date renter receives notification of any product loss or damage) for any inventory loss or damage in some other form acceptable to Premiere Events.

_____ _____
Renter or Authorized Agent Date