



## Rental Contract

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8868 Research, # 304, 78758 (512) 870-8552  
333 Highway 290 East, # 419, Dripping Springs (512) 829-4498

## Rental Terms and Conditions

This contract pertains to rental order number \_\_\_\_\_.

1. The rented item (s) shown on the renter's order (referenced above) are the property of Premiere Events (hereinafter referred to as Premiere), and are rented subject to this agreement for rental charges stated and for the period of time noted on page 1 of the referenced order. If the renter wishes to extend the rental beyond the rental order term, 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 the renter's property and renter hereby waives any right of action against Premiere for such entry and retaking.

In addition, renter acknowledges that failure to return rented item (s) or make rented items available for 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. 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.

3. FROM THE TIME THE ITEM (S) IS PICKED UP BY OR DELIVERED TO Renter, UNTIL THE TIME IT / THEY IS / ARE RETURNED TO 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, and shall remit to Premiere, upon demand, the full retail replacement value of the rental item (s), including labor and shipping costs.

4. If the rental item return instructions, including cleanliness of dishware, glassware, flatware and cooking / food service item(s) **(rinsed or wiped free of food and placed in the original container)** and disposition of soiled linens **(shaken, stored dry, placed in the linen bag provided and returned with Premiere's hangers)** are not followed, ADDITIONAL CHARGES WILL BE ASSESSED TO AND COLLECTED FROM Renter. Renter hereby authorizes Premiere to assess such charges and to collect, immediately and upon demand, any balance due.

