



Rental Reservation Agreement

11810 Manchaca, 78748 (512) 292-3900

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333 US Hwy. 290 E, #419, Dripping Springs (78620) (512) 829-4468

1. **Premiere has reserved the rental item (s) specified** in renter's agreement for the date reflected on order # _____. Concurrent with executing this document, Renter is making the required **50% rental reservation deposit** to hold this / these items for his / her / their use. Premiere 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.

2. **Except as Specified in Addenda 1, Addenda 2, or Addenda 3, the 50% rental agreement balance is due and payable 10 working days prior to the scheduled pick up / delivery date.** Premiere will accept changes to the renter's order, including cancellation, **UP TO 10 WORKING DAYS** prior to renter's scheduled pick up / delivery. Reservation Deposits **WILL NOT BE RETURNED OR REFUNDED** after the order balance has become due (with the exception specified in Addenda 1, if applicable). **Items may not be deleted and item quantities may not be reduced after the rental order balance becomes due.** Premiere will continue to accept changes that increase the renter's order, subject to availability. **PERSONAL, COMPANY AND OR CORPORATE CHECKS ARE ACCEPTED FOR PAYMENT OF THE RENTAL AGREEMENT BALANCE, SO LONG AS THE CHECK IS RECEIVED BY PREMIERE, AT 11810 MANCHACA, AUSTIN, TEXAS, 78748 NO LESS THAN 10 WORKING DAYS PRIOR TO THE EVENT OR DELIVERY DATE, WHICHEVER IS EARLIER.**

3. If a **Tent** is / Tents are included on this order, Addenda 1, Tent Reservation Policy, must be completed. If **Special Order** Items are included on this order, Addenda 2, Special Order Terms and Conditions, must be completed. If Promotional Pricing is applicable to this order, Addenda 3, Promotional Pricing Policies, must be completed. Terms and conditions contained in any addenda to this agreement supersede the terms and set forth elsewhere in this Agreement.

4. **Renters picking up their rental item (s)** may do so between the hours of 9:30 AM and 5:00 PM, Monday through Friday and 9:00 AM to 1:30 PM Saturday on the date specified in the Rental Contract. **Premiere is closed Sunday.** Weekend rentals must be returned to Premiere on Monday (following the renter's event), or as specified in the Rental Contract. Renters must ensure that their vehicle is appropriate for transporting the rented item (s). Renters must bring necessary pads, blankets, tie downs and other items needed to protect their vehicle (from damage) and to ensure against damage to rented item (s). Premiere Events reserves the right to refuse access to rented items if, solely in Premiere staff's judgment, the rented item (s) cannot be transported safely and or without damage either to the inventory or the renter. Premiere team members are not obligated to provide loading or unloading assistance, and shall not provide assistance if, in the Premiere team member's opinion, damage may occur to the customer's vehicle. Premiere shall not be held liable for any damage to a customer's vehicle which may occur during the loading / unloading process.

5. **When an order is scheduled for delivery,** renters may request an AM delivery (9:00 AM to Noon) or a PM delivery (1:00 PM to 5:00 PM) time slot. One day prior the scheduled delivery, renter will receive an emailed copy of their rental order. Renter will be asked to verify all details of the rental order, and to confirm that the date, time, rental items and all other information, if any, is / are correct. Renter will be advised to contact their Premiere Event Rental Consultant for questions or issues regarding their rental order. The Delivery Notification will also include the Delivery Team Leader's name and contact information. Renter may, **on the delivery day,** contact their driver directly regarding **delivery** questions or issues. Time specific deliveries (within a one hour window) are available at an additional charge. **Delivery is TO THE DOOR.** Additional charges will apply for Stairs, Steep Embankments or other Hazardous / Difficult Delivery Conditions. **Renter hereby agrees that failure (on the renter's part) to disclose such conditions shall result in post-rental charges, which charges renter hereby authorizes.** Set-Up services are available, but are not included in the Delivery Charge. **ADDITIONAL CHARGES APPLY FOR DELIVERY OR PICKUP SCHEDULED OUTSIDE OF WORKING HOURS.**

6. A Rental Contract between the Event Holder and Premiere must be executed in advance of, or concurrent with, pick up or delivery of Premiere's rental items. Premiere Event Rental Consultants will review the contract with the event holder prior to execution and will respond to any questions and or provide any clarification concurrent with the contract execution.

I hereby acknowledge receipt of this Rental Reservation Agreement. I have read and agree to all terms and conditions contained herein. I have been advised and understand that this document represents Premiere's formal statement of the Premiere Reservation Policy and that this document shall supersede verbal or written representations to the contrary.

Renter or Authorized Agent _____ Date _____

Addenda 1. Tent Rental Policy

When a tent order is placed, the renter shall make a **Refundable** 50% reservation deposit. 10 WORKING DAYS prior to the scheduled tent installation date (noted on the rental order), the rental reservation deposit becomes non-refundable (unless the tent is cancelled by the event holder). The rental reservation balance for the tent portion of the order only is due by, and becomes non-refundable at noon on the business day 48 hours prior to the scheduled tent installation. At that time, the event holder must accept or reject the tent. (For example, Friday's tent call must be made by noon on Wednesday, Saturday's tent call by noon on Thursday, etc.). If the tent is accepted, the tent portion of the rental balance is due and payable, and **no portion of the final payment shall be refunded**. Non-payment of the tent reservation balance shall result in cancellation of the tent reservation.

Unless a Premiere staff member visits the tent site in advance (or is familiar with the tented location), renter is responsible for ensuring the following: a) that the tent site is reasonably flat and level; b) that the ground is sufficiently "soft" to allow tent stakes to be driven around the tent perimeter; c) that the tent site is **clear of obstruction** both above and beneath the tented area and for a distance of five feet (5') from the tent perimeter; d) that the tent crew is advised of any underground water, sewage, gas or electrical lines (if renter is unsure that the tent area is free of such impediments, he / she / they may call 1-800-DIGTESS and have the tent site marked for hidden obstacles) (**Premiere shall not be liable for any damage caused to underground utilities that have not been identified by the event holder**); e) that there is reasonable access to the installation site (defined as a carry area no more than five feet (5') from the tent site, no steep grades, fewer than 5 stairs, no uneven or rocky ground, etc.). If reasonable access is not permitted, renter hereby grants Premiere, and agrees to remit to Premiere, additional labor charges and fees, which fees shall be assessed and paid PRIOR TO INSTALLATION.

Premiere Event Holders hosting their tented event within the City of Austin must obtain a tent permit (from the City Fire Marshall's Office) if the tent is larger than 20' x 20'. Instructions and additional information may be obtained at <https://austintexas.gov/department/austin-fire-department-event-permits>. Failure to obtain a tent permit SHALL NOT RELIEVE THE CUSTOMER OF FINANCIAL RESPONSIBILITY FOR THE TENT RENTAL FEE. No refund shall be made for failure to meet the City's tent permitting requirements.

Renter or Authorized Agent _____ Date _____

Addenda 2. Special Order Rental Items

From time to time, a Premiere Event holder may request that Premiere purchase additional quantities of an item (s) which is not / which are not available for his / her / their day or may ask that Premiere acquire a new items of inventory for his / her / their event. Product obtained to meet a customer's specific needs is "Special Order Inventory" and is subject to the following terms and conditions. 1) Payment for Special Order Items is due when the rental order is placed. 2) Special Order items cannot be removed from an order nor can the quantities of Special Order items be reduced. All Special Order transactions are final when the order is placed and **No Refund shall be issued** for any Special Order Item (s).

Renter or Authorized Agent _____ Date _____

Addenda 3. Promotional-Priced Rental Items

From time to time, a Premiere Event holder may participate in a special Premiere Linen or Chair promotional event. The following terms and conditions shall apply to such participation. 1) Payment for Promotional items is due when the rental order is placed. 2) Promotional items cannot be changed, removed from an order nor be reduced in quantity. All Promotional Linen and or Chair transactions are final when the order is placed and **No Refund shall be issued** for any Promotional-Priced rental item.

Renter or Authorized Agent _____ Date _____

DAMAGE WAIVER FEES. Damage waiver fees equaling 10% of the rental item (s) total are added to the rental charge for every Premiere rental order. Accepting the damage waiver affords the renter limited protection against loss of or damage to Premiere's property. Premiere agrees to relieve renter of liability for accidental damage to his/her/their rented item(s), and for loss due to fire, windstorm, 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.** Damage waiver protection does not apply if a renter fails to protect Premiere's property from rain or water (by moving Premiere's property indoors or to higher ground or completely covering Premiere's property.)

Renter or Authorized Agent _____ Date _____