



## Rental Reservation Agreement

South Austin: 11810 Menchaca, 78748 (512) 292-3900  
 North Austin: 11002-B Metric Blvd, 78758 (512) 870-8552  
 Bryan-College Station: 1816 Ponderosa Dr, 77845 (979) 696-5555

1. **Premiere has reserved the rental item (s) specified** on Order # \_\_\_\_\_. Concurrent with executing this Rental Reservation Agreement, Renter is making the required **50% rental reservation deposit** to hold this / these items for their use. Premiere accepts payment by Visa, Master Card, Discover and American Express. A 3% convenience fee will apply to credit card transactions.
2. **Except as Specified in Addenda 1, 2, or 3, the 50% rental reservation deposit is subject to the following tiered refund schedule.**

# Days Prior to the Customer Pick Up or Delivery Date	Portion of the Rental Reservation Deposit that is Refundable
Greater than 60 Days	Any amounts paid are fully refundable
30-59 Days	75% of the 50% rental reservation deposit is refundable
15-29 Days	50% of the 50% rental reservation deposit is refundable
14 Days or Fewer	No portion of the rental reservation deposit is refundable AND 50% RENTAL AGREEMENT BALANCE IS DUE AND PAYABLE.

**Remaining rental Order # \_\_\_\_\_ balance is due 14 days prior to the scheduled pick up / delivery date.** Premiere will accept changes to the renter's order, including cancellation, **UP TO 14 DAYS** prior to renter's scheduled pick up / delivery. All cancellation requests must be made in writing, and any refunds, if applicable and authorized, shall be issued within 90 days of the date of cancellation. Reservation Deposits **WILL NOT BE RETURNED OR REFUNDED** after the order balance has become due (with the exception specified in Addendum 2, 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 AND COMPANY CHECKS ARE ACCEPTED FOR PAYMENT OF THE RENTAL ORDER BALANCE, SO LONG AS THE CHECK IS RECEIVED BY PREMIERE, AT 11939 MANCHACA, AUSTIN, TEXAS, 78748 NO LESS THAN 14 DAYS PRIOR TO THE PICK UP OR DELIVERY DATE.**

3. Addendum 1 sets forth potential additional charges and must be signed for every rental order. If a **Tent** is / Tents are included on this order, Addendum 2, Tent and Tent Accessory Rental Policy, must be completed. If **Special Order** Items are included on this order, Addendum 3, Special Order Rental Items, must be completed. Terms and conditions contained in any addendum to this agreement supersede the terms and set forth elsewhere in this Agreement.
4. **Renters picking up their rental order** may do so between the hours of **9:00 AM and 4:30 PM, Monday through Friday**, on the date specified on their Rental Order. **The Premiere Warehouse is closed Saturday and Sunday.** Rentals must be returned on the date listed on their rental order. Late returns may be subject to extended rental fees. 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.**



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5. **Renters that have a scheduled delivery** will receive an emailed copy of their rental order prior to the scheduled delivery date and 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 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. **Delivery is TO THE DOOR**. Additional charges shall be made in accordance with stated Premiere policy. Set-Up services are available, but are not included in the Delivery Charge. Premiere will not setup, breakdown, or relocate a renter's personal furniture or items. **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. Upon request, 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.
  
7. Neither party will be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as natural disasters), government restrictions (including the denial or cancellation of any export or other necessary license or gathering restrictions which may be in force), wars, insurrections, or any other cause beyond the reasonable control of the party whose performance is affected. Should Renter's Event be canceled, postponed or otherwise adversely impacted as a result of a force majeure event, there will be no refunds for payments already received by Premiere Events, but Premiere Events will make all reasonable efforts to work with Renter to execute the Rental Agreement at a later date.

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 only be superseded by a written Interim Emergency Event Policy signed by Premiere's Owner.

Renter or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

**DAMAGE WAIVER FEES.** Damage waiver fees equaling 12% 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 \_\_\_\_\_



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### Addendum 1. Potential Additional Charges

If the Premiere Events staff are asked to transport items more than 50' from the truck to the drop location, up more than 3 stairs, up steep hills, or asked to use a shared, small or difficult-to-access elevator, additional fees will apply. If any of these circumstances exist at a delivery site, the renter shall be charged \$25 per team member for a 15 to 30 minutes delay and \$35 per team member for a 31 to 60 minutes delay. Please be respectful of our team's time and do not ask them to perform services that are not included on the rental agreement. A "RELOCATION" fee (equal to 50% of the installed items (Tent, Stage, Dance Floor, Pipe & Drape, or items with added set up) rental will apply if the onsite contact did not make him/herself available, or if we're asked to move an item once it has been placed in accordance with the diagram or instructions provided. Once we've completed our work and left the site, PREMIERE WILL NOT RETURN TO THE SITE TO MOVE A TENT, STAGE, DANCE FLOOR, OR PIPE & DRAPE, unless our delivery schedule allows. If this circumstance occurs, and we agree to the relocation, a 150% DELIVERY CHARGE AND A \$35.00 PER HOUR PER TEAM MEMBER RELOCATION FEE WILL BE ASSESSED AND COLLECTED, VIA CREDIT CARD, IN ADVANCE.) If the rental item return instructions, including cleanliness of dishware, glassware, flatware and cooking / food service items(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 AND COLLECTED FROM Renter. Renter hereby authorizes Premiere to assess such charges and to collect, immediately and upon demand, any balance due. 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.

Renter or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

### Addendum 2. Tent and Tent Accessory Rental Policy

When a tent and or tent accessory order is placed, the renter shall make a **Refundable** 50% reservation deposit on the grand total of the order. 14 DAYS prior to the scheduled installation date (noted on the rental order), the rental reservation deposit becomes non-refundable (unless the tent and or tent accessory order is cancelled by the event holder). The rental reservation balance for the tent and or tent accessory portion of the order only (as opposed to other rentals) is due by, and becomes non-refundable at **noon** on the business day 48 hours prior to the scheduled installation. At that time, the event holder must accept or reject the tent and/or tent accessories. (For example, Friday's nonrefundable deposit tent call must be made by noon on Wednesday, Saturday's nonrefundable deposit tent call by noon on Thursday, etc.). If the tent and/or accessory order is accepted, that portion of the rental balance is due and payable, and **no portion of the final payment shall be refunded**. Non-payment of the tent and/or tent accessory reservation balance shall result in cancellation of the tent reservation.



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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-DIGTEST 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) there is reasonable access to the installation site by our delivery vehicles (defined as a carry area no more than five feet (5') from the tent site, no steep grades, fewer than 3 stairs, no uneven or rocky ground, etc.). If reasonable access is not permitted, renter hereby grants and agrees to remit to Premiere, additional labor charges and fees, which shall be assessed and paid PRIOR TO INSTALLATION. Premiere Event Holders hosting their tented event within the City of Austin may be required to obtain an event or tent permit. Instructions and additional information may be obtained at <https://www.austintexas.gov/department/tents>. Failure to obtain a tent or event 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 permitting requirements. Please consult the appropriate city directly for any events outside of Austin as well.

Renter or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

### Addendum 3. 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 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 \_\_\_\_\_