



# RENTAL RESERVATION AGREEMENT

## TERMS & CONDITIONS

11810 Manchaca, Austin 78748 (512) 292-3900

11002-A Metric Blvd., Austin 78758 (512) 870-8552

1816 Ponderosa Dr., College Station, 77845 (979) 696-5555

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 the items included for their use. Premiere accepts card payment by Visa, Master Card, Discover, and American Express.
2. **Except as Specified in Addenda 1, 2, or 3, the 50% reservation deposit is subject to the following tiered schedule.**

| # Days Prior to the Customer Pick Up /Delivery Date | Portion of 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<br>AND 50% RENTAL AGREEMENT BALANCE IS DUE AND PAYABLE. |

**The 50% rental agreement balance is due and payable 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 six months 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 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 NO LESS THAN 14 DAYS PRIOR TO THE PICK-UP OR DELIVERY DATE.**

3. If a **Tent(s)** is/are included in this order, Addendum 1, Tent and Tent Accessory Rental Policy must be completed. If **Special Order** Items are included on this order, Addendum 2, Special Order Rental Items, must be completed. If Promotional Pricing is applicable to this order, Addendum 3, Promotional-Priced Rental Items, must be completed. Terms and conditions contained in any addendum to this agreement supersede the terms set forth elsewhere in this Agreement.

4. **Renters picking up their rental item (s)** may do so between the hours of 9:00 AM and 5:00 PM, Monday through Friday, on the date specified in the Rental Contract. **Premiere is closed Saturday and Sunday.** See reservation for details. Hours are subject to change. Rentals must be returned on the date listed on the rental order confirmation. 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.

5. One working day prior to 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. **Delivery is TO THE DOOR**. Additional charges will apply for Stairs, Steep Embankments, other Hazardous / Difficult Delivery Conditions, and if our crew has to wait onsite, relocate items, or return to the site to relocate items once they have left. **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. 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. Premiere's rental contract can also be accessed online at [www.premiereeventsonline.com](http://www.premiereeventsonline.com).

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), 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

**Addendum 1. 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 canceled 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 tent call must be made by noon on Wednesday, Saturday’s 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 cancelation 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 811 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 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 with tents may be required to obtain an event or tent permit (from the Fire Department or Center for Events Department). 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 more information.

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

**Addendum 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 \_\_\_\_\_

**Addendum 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 or 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 \_\_\_\_\_