

Rental Agreement

Michigan Event Rentals (herein listed as MER)

Name of Renter _____

Date and Time of Event: _____

Delivery Address: _____

List all equipment being rented:

TERMS & CONDITIONS RESERVING EQUIPMENT:

Equipment will be reserved upon the deposit of 50% of total charges, this deposit is non-refundable and will be paid by cash, check, Mastercard, or Visa. Checks can be made payable to Michigan Event Rentals, and can be sent to Michigan Event Rentals, PO Box 161, Hamburg, MI 48139. This equipment cannot be sub-rented or used by any other party then that listed on the given invoice. Within 5 business days of the scheduled event, items cannot be cancelled. Cancelled items within these 5 days will be charged to the renter at rental cost.

FINAL PAYMENT:

Final payment is due on delivery, and will be made by cash, check, Mastercard, or Visa.

DELIVERY

Delivery fee will be determined by MER when quote is given. Delivery date and time will be determined by MER during the week leading up to the event, and communicated to the renter. Delivery and set up is subject to change and may depend on weather and/or road conditions. All rental items are tailgate delivery. Tailgate delivery is defined to be “within 25 feet of closest location that MER can park their truck.” Additional fee will be assessed if distance is greater than 25 feet.

MISSING OR DAMAGED ITEMS:

MER will pick up the items on a specified date and at a time agreed upon on delivery. If all items are not present, items not returned to MER within 2 business days after event

are considered missing. Missing or damaged items will be charged to the client at replacement cost. A detailed invoice of these items will be provided to client.

DELIVERY & SET UP:

MER will strive to accommodate client delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location. The client must be available to count all items upon delivery and pickup; otherwise, MER counts will be considered accurate. If any tent is ordered, the tent, lighting for the tent, and liners for the tent will be properly set-up and secured in a designated area by the delivery personnel. All additional items will be placed under the tent to be set-up by the renter, unless otherwise requested.

SITE PREPARATION:

It is the responsibility of the renter to communicate to MER of any underground wiring, pipes, sewage systems, or anything else that could interfere with the tent stakes. Stakes are driven between 1-3 feet under the ground. If any underground systems are not communicated to MER personnel or incorrect information is given, MER will not be responsible for any underground damage. Client must call "**Miss Dig**" 811 or <http://www.missdig.org> at least 72 hours prior to install date, to mark property prior to installation of any tents or equipment on said property. If no markings are made by Miss Dig and or Lessee in the form of paint, flags rope, string etc. then, it is acknowledged that MER will be held harmless and not be held responsible for any damage from said installation of equipment.

CLEAN UP & PREPARATION FOR PICKUP:

All floral arrangement, trash, and decorations of any kind should be removed from tent or other rental equipment before scheduled pickup time. There will be an additional charge for any items that have to be removed. All chairs and tables should be stacked in designated location as delivered. If chairs are not stacked a fee of \$0.50 per chair and a \$1.00 per table will be charged to the renter.

WEATHER:

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however, there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tents are erected. People must leave the tents and not seek shelter in tents during such conditions. It is best to evacuate when in doubt. Client agrees that in the event of a

predicted or actual storm or excessive winds, MER may dismantle any equipment that has been previously installed to ensure safety of all involved.

COMPLIANCE WITH LAW AND SAFETY REGULATIONS:

As MER has no control over the use of rented equipment by Customer, Customer agrees at its sole expense to comply with all municipal, county, state, and federal laws, ordinances, and regulations, including the Occupational Safety & Health Administration Act of 1970 which may affect the equipment while it is in the possession of and use by the Customer. Customer shall not permit any person who is not legally qualified to use equipment.

HOLD HARMLESS AGREEMENT:

Customer shall defend, indemnify and hold harmless MER, its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property (including 3rd party properties) or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorneys' fees paid by MER in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

SUMMARY:

Customer/user assumes responsibility for the proper use, care, and inspection of all equipment upon delivery. RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP.

Please be sure all equipment is secured when not in use and protected from weather. All Collection-fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the clients responsibility. Be sure all equipment is returned according to these terms & conditions. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT, AND SUPERSEDES ALL PRIOR CONTRACTS.

Customer Signature _____ Date _____

Please email back to: bryndmr@gmail.com