

## DPC Event Services Rental Agreement

This is the agreement between DPC Event Services and the customer as follows:

### **Limitations of Warranty**

DPC makes no warranties, expressed or implied, of the merchantability or fitness regarding the condition or quality of the property rented and will in no way be responsible for any damages resulting from such use while in the possession of the customer. The customer agrees to hold DPC harmless for any damages sustained while the property is in the customer's control and possession.

### **Inspection and Acceptance of Rented Property**

The customer agrees that they have received and fully inspected all rented and/or all purchased property and has found that the property is in satisfactory condition and in good working order without apparent defects.

### **Payment**

The customer agrees to pay the rental charges in full no later than 15 days prior to the event date. All credit card payments are subject to a 3% fee for any amount over \$500. A deposit minimum of 25% is required in order to hold your rental equipment. In the event that the customer has directed that the rental charges are to be billed to another person or organization and full payment is not received prior to the event date, the customer shall pay the rental charges in addition to 1% interest per month. Interest is to accrue

commencing on the thirty-first day following the invoice date for such charges. All deposits are non-refundable and are required at the necessary times as drawn out in this agreement. If a client is tax exempt they must complete the appropriate form at the time of contract signing. If final payment is not received 15 days prior to event date, a late fee will be assessed at 10% of total unpaid balance. A return check fee of \$100.00 will be assessed.

### **Rental Provisions**

Written notification of any change is required and may change balance due. All contracted items must be in writing, no oral agreements. All prices quoted are for a one-day rental charge unless explicitly noted on proposal. All delivery charges are door to door. Adequate power is necessary for any type of electronic setup. If we have to run an abnormally long power run due to not having good power close, additional fees could be assessed. Delivery fees are subject to change if items delivered are not near the loading dock or truck dropoff area. Prices for services NOT included in this contract are subject to change without notice. If event is cancelled within 30 days of event date, the full balance is still due. If any services are deleted from contract, all discounts and specials are null and void and balance due will be updated. Any event elements added or changed at the request of the client onsite will incur additional labor charges which will be billed to the client after the event. If the event location changes after the contract is signed, prices are subject to change. DPC owns the rented property and the customer agrees not to remove or alter and identification on the rented property and /or in any way attempt to transfer, sell or dispose of the rented property. The customer agrees to use the rented property in the manner for which it is intended and designed for. All linens rented must be dry and free of refuse at the time of pickup to prevent mold/mildew. If a defect is discovered or the property becomes inoperative, the customer shall notify DPC immediately. The customer agrees to reasonably store and safeguard the rented property while rented to the customer. The customer is solely

responsible for all liability and damages arising out of use or out of the customer's possession and control of the rented property. The customer agrees to not lease or surrender possession of the rented property to any other person, firm, or corporation. The rented property shall be returned to DPC in the same condition as when it was delivered. The customer agrees to pay for all misused, lost, damaged, or stolen property at its retail cost. The customer agrees to return the property to DPC promptly upon event completion and/or have all equipment easily accessible for pickup. Any pickup/delivery outside of 10am to 6pm Monday through Friday is subject to additional fees. A client requesting a delay resulting in a double setup of the event or delay in setup for any reason including weather will be assessed an additional setup charge. If rental equipment is returned dirty for any reason including weather, an additional cleaning fee will be assessed after the event. The customer agrees that any equipment damage caused by weather, replacement or repair is solely the responsibility of the customer. DPC will not be liable for any reason, for any other incidental, direct, exemplary, or consequential damages or loss.

### **Onsite Provisions**

If any attendant on site feels threatened or unsafe at any time during an event they are able to leave the property at that time. Once items are setup they will not be moved unless another setup fee is applied and only if time permits. Moving items once they have already been setup will incur another setup fee.

### **Weather**

If linens are returned moist or full of food, the client is responsible for any damages DPC incurs. The customer shall not use defective property or attempt to make repairs of any kind. Start times are subject to change due to lightning or inclement weather.

## **Tent Rentals**

For tent rentals, a non-refundable deposit of 25% is due upon reservation of tent. The remainder is refundable as long as the tent is cancelled at least 4 days prior to your event.

## **Damage Waiver**

A damage waiver fee of 12% is an option available to renters. The fee voids the client of liability for ACCIDENTAL damage to rented items. Any damages resulting from theft, mysterious disappearance, mildewed linens, intentional damage, neglect, misuse, abuse or failure to care for rentals items as one would their own property are not covered under this waiver. Examples of damage waiver coverage include: Accidental damage such as chips, cracks, broken chargers, burns and tears in linens, physical damage to tables or chairs. All damaged/broken items must be returned. Missing items are not covered by damage waiver. Damage waiver fee is non-refundable.

## **Weather**

Safety is always our top priority and if items need to be pulled either for safety or possible damage they will be. The client is subject to any charges due to weather damages to DPC equipment. If any item needs to be laundered, cleaned, or replaced due to rain, water leaks, or any unexplainable way the client is responsible for said costs. DPC reserves the right to not expose any décor, draping, lighting, A/V, or other electrical and non electrical components in inclement weather.

## **Attorney's Fees and Expenses**

The customer shall be liable for all expenses, including attorney's fees incurred by DPC to enforce this agreement.

**Final Agreement**

This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. The customer acknowledges having read the terms and conditions of this agreement and agrees to be bound by them.

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Client Signature

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Date