



RENTAL CONTRACT TERMS AND CONDITIONS

Making Reservations

Quotes and proposals do not guarantee availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract and a 50% deposit. Final payment is due 10 days prior to installation.

Cancellations

Deposits on reservations are non-refundable.

Payment

All rentals shall be paid either by cash, bank check, money order or credit card. If paying by credit, there is a 3.8% convenience fee per transaction. You or your representative must be present for delivery and payment.

Delivery, Set Up and Pick Up

You must be available to count and inspect all items upon delivery and pick-up. Otherwise, Clayton Productions and Rentals' count will be considered accurate. The delivery will be made to the closest point that our truck can park. Extra charges will result in deliveries where excessive distance exists between the truck and where the customer wants items to be placed. Delivery fees quoted may change after site inspection. You must agree to store all tables and chairs in a dry and secure place and to clean all table and chair surfaces prior to returning them to Clayton Productions and Rentals. All chairs and tables shall be stacked in an agreed location. If chairs and/or tables are not stacked, you will be responsible for an additional fee of \$1.00 per chair and \$2.00 per table. If chairs and tables are not stacked under a Clayton Productions and Rentals tent awaiting pick up, the customer must cover the tables and chairs to protect from moisture or rain.

Responsibility

The customer is responsible for loss or damage to rental goods in case of fire, theft or other hazard regardless of cause or fault from the point in time from which the customer takes physical possession (delivery) of the rental goods from Clayton Productions and Rentals, to the point in time which Clayton Productions and Rentals takes possession back (pick up) of the goods. Equipment lost, stolen or damaged will be reimbursed by you to Clayton Productions and Rentals at its replacement cost. You agree that the items will be used only for the purpose for which the items were manufactured and intended. (e.g., no standing on any tables or chairs)

Weather

The customer 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 required 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.



Hold Harmless

Customers will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless Clayton Productions and Rentals from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature including, but not limited to, injuries or death to persons and damage to property, arising out of the delivery, installation, removal, use, possession of the items rented, however caused, except claims or litigations arising through the willful misconduct of Clayton Productions and Rentals.

The above terms, conditions, specifications and prices are accepted by:

Customer's Signature _____

Date _____

Address _____

Phone Number _____

Event Address _____