

# Rental Contract

TND Event Rentals and Supplies, LLC (TND) hereby rents to the Customer the item(s) described on this order subject to all the following terms and conditions. The Customer, in consideration thereof, acknowledges and agrees as follows:

1. **Inspection:** Customer acknowledges that Customer is personally responsible for inspecting the rental item(s) prior to their use on the event date. There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that rental items are free of any defects. Notification of any defects must be made prior to the event date.

2. **Payments:** All contracts require a 20% deposit of the total order amount and a signed Rental Contract. Orders will not be held or processed until the above two requirements have been submitted. The rest of the payment (80%) needs to be paid two weeks prior to the pickup date.

TND also needs to have Customer's credit card on file to cover any additional charges in case there are missing and/or damages to the rental items when dropped off.

3. **Cancellation:** Cancellations can be made within 24 hours after placing the order for a full refund of the deposit. After that, any cancellation will forfeit the deposit. Cancellations after full payment will incur a restocking fee of 30% of the total order amount. Item(s) that are not picked up by the Customer on the pickup date will incur full rental charge. This covers the cost TND incurs for turning away potential customers in order to secure the rental item(s) for your event.

4. **Pick-up and Drop-off:** Rental item(s) can be picked up the day before the event and dropped off within one business day after the event (excluding Sundays and Holidays). Customer agrees to pay additional rental charges (30%) for each day the rental item(s) are late. After a total of five days late, Customer shall pay the full replacement cost which is five times the rental charge for each item. TND will charge the credit card on file for any late fees or replacement cost unless otherwise arranged in advance.

TND also provides drop-off and pick-up services at your convenience for a nominal fee.

5. **Damaged/Unreturned Items:** Except for reasonable rental usage, all items must be returned in their normal condition. Customer shall be responsible to pay for any incidents including but not limited to damaged, lost, altered, or stolen items. The replacement cost is five times the rental charge for each item. TND will charge the credit card on file for any replacement cost or late fees unless otherwise arranged in advance.

6. **Other Fees:** Customer understands that a breach of contract will result in collection of fees by TND. Customer shall therefore be responsible for all fees associated with the collection process, including attorney fees and litigations fees, in the event that the contract has been breached.

7. **Liability Release:** Customer assumes liability for, and shall indemnify, defend and hold harmless TND, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorney's fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by Customer or TND), operation, delivery, or return of the rental items, regardless of where, how, and by whom operated, or any failure on the part of Customer to perform or comply with the conditions of this contract.

8. **Contract:** By making a payment and signing below, the Customer accepts all the terms and conditions of this contract.

Customer's signature \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME \_\_\_\_\_