

TERMS AND CONDITIONS

WARNING:

Article 31.04 of the Texas Penal Code provides that failure to return personal property under a rental contract within ten (10) days of due date after receiving notice demanding return is prima facie evidence of theft of service.

JB QUINLAN ENTERPRISES dba PRIME TENT & EVENT SERVICES (hereafter referred to as **PTE**), hereby rents to the **RENTER**, identified by your signature on the reverse page of this contract, the Rental Items described in this contract, subject to all terms and conditions on each page of this contract, and the **RENTER**, in consideration thereof, acknowledges that **RENTER** has read these terms and conditions and agrees as follows:

1. The **RENTER** certifies and acknowledges receipt from **PTE** the Rental Items listed and identified in this contract during the time period listed herein. **RENTER'S** right of possession terminates on the expiration of the rental period and retention or possession after this time constitutes a material breach of this contract. Time is of the essence of this contract. If all of the rental items are not returned within the time listed in this contract, there will be late fees added to the final bill. Late fees will be added to the **RENTER'S** invoice equal to the maximum rate allowed by law in the State of Texas. Unpaid accounts receivable will also accrue interest at the maximum rate allowed by Texas law. **RENTER** agrees and specifically authorizes **PTE** to charge the **RENTER'S** credit card for any such charges.
2. Rental Items are to be used by the **RENTER** at the address listed in this contract for the stated period of time. The Rental Items are to be used solely for the purposes for which the Rental Items are manufactured and intended. The cost of unused Rental Items are not refundable.
3. **a. RENTAL CANCELLATIONS, FOR ANY REASON (INCLUDING WEATHER):** Any orders cancelled **30 days or more before the delivery/will-call date may be subject to a 10% cancelled amount.** Any orders cancelled **10 days or more before the delivery/will-call date may be subject to a 25% cancelled amount.** Orders cancelled within **72 hours of the delivery/will-call date are subject to a 50% cancelled amount.** Orders cancelled **the day of, or at time of delivery or will call, there will be no refund for cancellation.**
4. **RENTER** has personally inspected the Rental Items and found them to be in a good working order and unbroken condition when received and suitable for the **RENTER'S** intended use.
5. **RENTER** assumes all risks of loss and agrees to hold **PTE** harmless from property damage and personal injuries caused by the Rental Items and/or arising from **RENTER'S** negligence. Conditions which prevent safe operation of Rental Items shall relieve the **RENTER** of responsibility for rental charges. **PTE** inspects and maintains the Rental Items but these items may show signs of normal wear and tear.
6. **RENTER** assumes all responsibility for Rental Items while possessing Rental Items and agrees to return the Rental Items to **PTE** in the same condition as they were received. **PTE** will inspect Rental Items upon return and make determinations regarding the condition of Rental Items.
7. Rental Items lost or damaged beyond repair will be paid for by **RENTER** at replacement cost. All repairable Rental Items will be repaired by **PTE**. The cost for such repairs shall be paid by the **RENTER**. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost Rental Items.
8. There are no warranties, expressed or implied, other than as set forth in this contract. **PTE** only provides a warranty for fitness of purpose.
9. **RENTER** will **IMMEDIATELY DISCONTINUE USE** of the Rental Items should at any time the Rental Items, while in the **RENTER'S** possession, become unsafe or in a state of disrepair. **RENTER** shall immediately notify **PTE** of such condition.
10. All Rental Items that are "**WILL CALLED**" or have a designated pick-up time shall be returned to **PTE** complete with all attachments, accessories, and parts as listed in this contract in the same condition that the Rental Items were received by the **RENTER**.
11. **RENTER** shall defend, indemnify and hold **PTE** harmless from any claim or liability whatsoever resulting from the negligent use of the Rental Items, including those arising from **PTE'S** negligence. Rental Items will be used by the **RENTER** or designated person, and no other, without the prior written consent of **PTE**.
12. **RENTER** may only extend the time period stated in contract with written permission, prior to extension, signed by both **RENTER** and **PTE**.
13. **PTE** may, at its sole and absolute discretion, revert all charges to a daily rate if monthly statements or invoices are not paid by the due dates.
14. **PTE** has the right to report stolen any unreturned Rental Item within ten (10) days of the date listed in the "pick-up" or "in date" section of this contract, or if conditions and circumstances indicate theft before that time.
15. **PTE** and **RENTER** agree that all charges for damaged Rental Items will be paid by **RENTER**. Rental Items damaged beyond repair shall be paid for by **RENTER** at its replacement cost at the time of rental. The cost of repairing any Rental Item shall be borne by **RENTER**. All collection fees, court costs, NSF charges, attorney's fees, or any other expenses involved in the collection of these charges will be paid by the **RENTER**.
16. Additional charges will go to **RENTER** for linens returned with burns, wax buildup, or permanent stains, which is not covered by damage waiver.
17. There will be an additional charge to the **RENTER** for any tables or Rental Items returned with staples, nails, tacks or abnormal wear.
18. **DAMAGE WAIVER:** Damage Waiver is not insurance, Renter is responsible for any loss or damage to the equipment and for its return in the same condition in which it was received, except for ordinary wear and tear. By accepting the Damage Waiver, however, Renter agrees to waive Renter's right to recover from Renter the amount damage to the equipment while in Renter's possession except that Renter will be responsible for the first \$100.00 on damage/replacement costs in those instances where the damage/replacement cost in greater than \$1,000.00. Renter agrees to immediately notify Renter of any accident and promptly submit any applicable police reports. Notwithstanding the foregoing, Renter's liability for damage to, the equipment will not be waived in the following circumstances: 1. Any item or part thereof which is not returned, irrespective of the reason, including theft. 2. Careless or abusive operation or use of the equipment. 3. Use or operation of the equipment exceeding its rated capacity. 4. Damage resulting from failure to perform or pay for all normal periodic and other basic service and maintenance. 5. Loss or damage caused by dishonesty of Renter's employee or family member or wrongful conversion by any person whom Renter allows to possess the equipment. 6. Operation or use of the equipment in a manner inconsistent with the instructions of the equipment manufacturer. 7. Damage resulting from vandalism, malicious mischief or intentional abuse 9. Damage resulting from overturning. 10. Damage resulting from self pickup or return while in transit. 11. Damage resulting from use of the equipment in violation of any terms of this Rental Contract.
19. Use of Rental Items in the following circumstances is prohibited and constitutes a breach of this contract: **a.** use for illegal purpose or in an illegal manner **b.** use when an item is in bad repair or is unsafe **c.** improper use or misuse **d.** use at a location other than the address set forth on the face of this contract **e.** use by anyone other than the **RENTER** or its employee, without the prior written consent of **PTE**.
20. **FORCE MAJEURE:** Renter will not be deemed in default of this Rental Contract to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor disturbances, shortages of material, supplies or utilities, unavailability of transportation, acts or omissions of third parties or any other cause beyond the control of Renter.

21. Upon a breach of this contract, **PTE** may, at its sole discretion, terminate the contract, take possession of and remove the Rental Items from wherever they are found. Neither **PTE** nor its agents will be liable for any claims for damage or trespass arising from the removal of such items.
22. By signing this contract, **RENTER** authorizes **PTE** to charge the **RENTER'S** credit card that **PTE** has on file for all rental charges, delivery fees, sales taxes and other fees related to this contract.
23. **TENTS:** a. Renter acknowledges that Renter will be as vigilant as possible to protect underground utilities (electricity, water, sprinkler lines, septic lines, etc.) but further hold harmless Renter for any damage that might occur as a result of installing the tent. b. Renter is 100% responsible for obtaining a DIGs test from local utilities (mark underground utilities so we will not hit subsurface structures with our 46" Stakes). Failure to do so may result in Renter hitting underground electric, water or gas lines that would require utility services to shut off such services and charge for repairs and levy fines. It is Renter's responsibility to comply with these requirements and Renter agrees to pay 100% of such repairs/fines. In cases where repair fees/fines are levied towards Renter; Renter agrees to immediately reimburse Renter for any fines or repair bills levied. c. Most tents require proper permitting in most municipalities. Failure to comply may result in additional charges/taking down of tent with no refund and renter agrees to reimburse Renter for any fines or penalties assessed to them due to renter's failure to get proper permits. d. Renter acknowledges that hanging colored crate paper, signs, balloons, etc. from the tent may come in contact with the tent and create a "color transfer" which the Renter accepts responsibility for cleaning/replacement as necessary. Cooking under the tent is prohibited by the fire marshal and will damage tent. These are not covered through the damage waiver. e. Emergency Evacuation for Tented Events: It is the customer's responsibility to ensure guests' safety. Always appoint a designated person to ensure safety/weather precautions are followed to include weather monitoring and having a safe evacuation shelter. Tents are not intended to be used as shelter from severe weather. We assume no liability for such use. An evacuation plan for the area covered within the tented space is imperative and shall be thoroughly posted for all users and potential occupants of the tent. Severe weather including storm systems/lightning, moderated to severe wind, heavy rains, snow, icing/sleet, snow, gas leak, earth movement, fire or any condition that raises any doubt to the structural integrity of the tent are immediate signs that an evacuation is necessary. Never go back into the tent until our personnel have approved its structural integrity – please call our emergency after hour's number. Please visit our website under the "RESOURCES" for a detailed description of Tent Evacuation Procedures. We do not warrant any manufacturer wind rating unless customer supplies structural engineer for inspection and certification before occupancy. If wind rating is needed or requested renter will (at his expense) provide a structural engineer to inspect all facets of tent installation.
24. **RENTER** understands and agrees that this contract, as well as all related transactions, shall be governed solely by the laws of the State of Texas without regard to conflict of laws principles; that the agreement and related transaction are performable in Harris County, Texas; and that sole and exclusive venue for all disputes arising out of or relating to this contract and related transactions shall be in Harris County, Texas.
25. Payments must be made prior to **RENTER** taking possession of our rental items. We accept Discovery, Amex, Visa, and MasterCard for payments.

Agreement to Terms

E-Signature Authorization

I agree that my electronic signature as represented here is legally binding. I herewith represent and attest that all contracts and documents submitted using my electronic signature have been signed by me. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I certify that my electronic signature is for my own use, that I will keep it confidential, and that I have not delegated it or shared it with any individual. I agree to the electronic storage of this record and understand that viewing it requires a computer with access to the internet and a modern web browser. I understand that if I withdraw my consent to the electronic storage of this record and wish to obtain a paper copy, I must request one in person and may be charged a fee. I agree that my electronic signature as represented here is legally binding. I herewith represent and attest that all contracts and documents submitted using my electronic signature have been signed by me. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I certify that my electronic signature is for my own use, that I will keep it confidential, and that I have not delegated it or shared it with any individual. I agree to the electronic storage of this record and understand that viewing it requires a computer with access to the internet and a modern web browser. I understand that if I withdraw my consent to the electronic storage of this record and wish to obtain a paper copy, I must request one in person and may be charged a fee.

By entering my electronic signature using the provided interface, I declare that:

I have read and understand this contract.

I am or I am authorized to sign the contract on behalf of, the lessee.

I agree to be bound by the terms and conditions of the contract.

Signature _____

Name _____

Date _____

