

# **HOLLA DAY MAKERS L.L.C. RENTALS**

## **TERMS AND CONDITIONS**

**Holla Day Makers LLC ("Lessor") hereby leases to lessee, and the lessee hereby leases from lessor the materials and equipment discussed on the quote of this agreement (hereinafter called "equipment") and agrees to provide the services incident thereto at the price set forth on the quote herein and subject to the following terms and conditions.**

**Once all items are delivered or picked up customer assumes all responsibility for loss or damage to equipment during the period from delivery of the equipment to removal thereof (the "rental period"). Lessee will pay for all equipment lost or damaged in an amount equal to replacement or repair cost of the equipment.**

**Lessee assumes all risks and liability for the use and operation of the equipment and for personal injuries and property damage arising from or incidental thereto; and lessee shall protect defend, indemnify, and save harmless lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to the lessee and his/her guests on account of personal injury or death, or damage to property, growing out of incident to or resulting directly or indirectly from the performance of this rental agreement, from any cause whatsoever.**

**Lessee agrees to provide at his expense, sufficient unobstructed space for delivery, installation, dismantlement and removal of all equipment, and access to such space. Normal delivery would include ground level areas, accessible to our trucks, unless otherwise stated on face of contract. Prior to the removal of equipment, lessee shall remove all personal property of lessee or third party which therefore has been protected by lessors equipment. If any such personal property is not removed as required, prior to removal of equipment, lessor may enter the premises, move or remove any such personal property at lessee's risk and cost, and remove equipment without further notice, and lessee hereby indemnifies lessor from any cost, liability arising there from.**

**Underground utilities and premises generally (including power failures and other hazards), lessee assumes the risk and release's lessor from liability for any such damages that may occur.**

**Lessee shall advise lessor as to the existence and location of any underground cables, pipes conduits, etc. In the absence of such advice lessor can assume that no such underground obstructions exist and releases lessor from any liability for such damage. Lessee is responsible for the call to Julie who will check and mark for underground utilities for free. CALL(811)**

**PERMITS AND FEES:**

**Lessee covenants that lessee shall secure all local city, town, county, village, state permits, fees, licenses, bonds, insurance, drawings, consents, etc., required for the installation, maintenance, and use of equipment, and incur the cost thereof.**

**If lessee shall default in the payment of any fees hereunder, or otherwise breach any of the terms or conditions hereof, lessor may immediately take repossession of its equipment without any process of law and may enter upon any premises where said equipment may be and remove the same with or without notice of its intention to do so, without liability.**

**The lessee acknowledges they are responsible for requesting and attaining all permits and insurance required. In the event that the order is cancelled or the customer does not accept delivery due to lack of permits and insurance, the customer is responsible for the full amount of the rental quote per this agreement.**

**In the event that lessee changes any of the arrangements relating to the service to be performed or to equipment to be rented, lessor shall have the right to add or subtract such equipment or services. Lessee shall pay for any additional equipment, service or technicians at lessor's customary charges.**

**Technicians: No technicians are furnished to operate any equipment that is rented. Our technicians will provide instruction as to how to start equipment and turn off equipment. If lessee damages equipment during use the lessee will pay for the loss of the equipment at replacement cost.**

**CHAIRS AND TABLES: Chairs are designed to be sat on not to stand on.**

**Tables are not be used to grill or barbeque on. If you damage a chair or table you will pay for the chair or table based on current charges including delivery.**

**GENERATORS: Generators are rented with no fuel in the fuel tanks. Fuel will be added at current cost plus pickup and delivery of fuel. Generator will be started and tested before delivery to customer. If customer runs out of fuel and needs to add fuel please remove all flammable items away from the generator before re-fueling generator. If fuel is dropped on the ground please provide a new location for the generator before turning it on. It could start a ground fire. If you spill fuel on the generator while filling the generator, clean up all spilled fuel before turning on generator. Throw rags that were used for clean up in approved containers. **DO NOT SMOKE WHILE FILLING UP GENERATOR WITH FUEL THIS CAN CAUSE AN EXPLOSION.****

**GENERATORS CONTINUED:**

**If you do not know how to fill the generator with fuel, please advise technician to provide instructions at time of delivery. If you call the office and request we send a technician out to fill the generator with fuel, you will be charged for this.**

**DO NOT FILL GENERATOR WITH FUEL WHILE THE GENERATOR IS RUNNING YOU WILL START A FIRE IF YOU SPILL FUEL ON THE GENERATOR. GENERATORS ARE SIZED FOR ITEMS YOU ARE RENTING IF YOU ADD ADDITIONAL ITEMS TO THE GENERATOR IT WILL SHUT DOWN FROM OVER LOAD.**

**LINEN: Rental linens have a replacement value that will be charged in addition to the rental charge if any item is returned in a condition that permanently alters its appearance. Be careful with candles on linen. If they leak onto the linen, it permanently damages linens. Cigarette burns are permanent damage. Sterna food heating cans marks are permanent damage. For all of the tables we offer, linen is available in different fabric types, different lengths and different colors. All linen is priced differently. You as the customer need to know what fabric, size and color you need when you order. If you do not know what you need then you need to ask your event planner. You the customer are responsible for inspection of all linen delivered to you. If you do not like the linen then tell the employee when it is delivered to you. We will replace it.**

**GRILLS: There is no grilling allowed under or within 30 feet of any tent.**

**ELECTRICAL: Lessee will provide readily accessible power outlets of sufficient capacity to safely operate all electrical equipment, which is proposed for rental herein. Lessee shall incur any state or city taxes applicable.**

**IDENTIFICATION: Lessee shall not remove, cover, or interfere with lessors' identification or advertising labels attached to equipment. In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.**

**TENT INSTALLATION:**

**Holla Day Makers LLC must evaluate each installation site and determine securing and anchoring method and devices appropriate for the conditions. Some soils require different staking or securing than what may be industry standard.**

**HDM LLC will provide the installation of the tent with proven satisfactory results. However, field situations, site conditions, weather and local experience may mandate other methods. Warning: Tents are manufactured for use as a temporary structure and does not meet home structural code, unless specified. Since weather is unpredictable, the customer must incorporate his own good judgment, common sense and knowledge of local conditions with the evacuation of the tent in bad weather. The customer is responsible to anticipate weather severity for proper time and method of evacuation.**

**DEPOSITS:**

**All reservations with Holla Day Makers L.L.C. require a NON-REFUNDABLE AND NON-TRANSFERABLE deposit in advance of the event. The deposit amount will be in addition to the total charges due. The DEPOSITS are not part of the total rental charges due. Deposits are funds that will guarantee lessee will complete the commitment on the contract. Deposits are also funds deposited for damages to the rental equipment if there are any damages. If the deposited amount will not cover the total cost of damages, you the lessee are liable for the remaining sum. Deposits will be returned if all items are returned clean and not damaged. In the event that lessee cancels the contract 30 days before the event date deposits are NON REFUNDABLE. Deposits are 50% refundable if cancelled 31 to 60 days before the event date. There will be no barbecuing under the tent under any circumstances. If barbecuing occurs under the tent the renter will purchase the tent. The lessee is not responsible for the set up or take down of the tent. HDM LLC is not responsible for weather or anything beyond its control. For safety reasons tents will not be installed/removed in the rain.**

**CANCELLATION POLICY:**

**We do not allow cancellations of tent equipment or tent supplies. Should you cancel once we are in route to your party, you will be charged the full fee for the event. Lessee shall pay contract price pursuant to the terms herein within the period specified herein. If the balance due is not paid as provided herein. the lessee shall be charged a late payment fee of 2% per month (24% annual percentage rate). This fee will be added to outstanding balance every thirty(30) days thereafter until final payment is made. In the event that lessee has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within the terms specified, lessee shall upon receiving notice of nonpayment, said rental charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof. Any person executing this agreement on behalf of a corporation or organization warrants in his/her individual capacity that he/she is acting within the scope of his authority and that said corporation or organization shall be bound thereby. Lessor may rely on and follow any directions whether oral or written of any member of the lessee's family, employee, or agent with respect to any act or acts performed by lessor in the delivery, installation or removal of equipment or of the performance of any services caused by this agreement.**

**In the event that this contract is not paid or any portion thereof and is turned over in an outside collection agency or law firm, the below named customer will be liable for up to thirty percent (30%) of the principal amount of the claim as collection fees.**

**In the event that this contract is not paid or any portion thereof and is turned over to an outside law firm for litigation. The below name customer will be liable for thirty percent (30%) of the principle amount of the claim as litigation fees plus all court costs.**

**If any of the terms or conditions of this agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from the Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.**

**This is a rental agreement only and the equipment on the quote shall remain the personal property of lessor. Lessee shall not sublet or dispose of said equipment or do anything which might suggest to third parties that the lessee has any power to do so. The equipment shall not be removed from place of installation.**

**CANCELLATION POLICY CONTINUED:**

**This Agreement constitutes the full agreement between Lessor and Lessee/ Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.**

**Customer acknowledges and certifies that they have had sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions and that they understand its content and that they execute it freely, intelligently and without duress of any kind.**

**I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING ANY ADDITIONAL TERMS AND CONDITIONS ON ALL PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED BELOW, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. LESSOR AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**Customer Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_

