

Details Party Rental, LLC Contract

This agreement made and entered into this day by and between Details Party Rental, LLC and

Customer Name hereinafter called Client, is as follows:

- 1 That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Details Party Rental, LLC does hereby grant unto Client the right to use the following described equipment: SEE ATTACHED INVOICE. This agreement allows use of equipment by Client for said purpose of allows use of the equipment by Client for the said purpose of **Event** on dates and times as indicated below.

Event Date	Location	Pick Up Date:	Pick Up Time:	Return Date:	Return Time
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- 2 . Client hereby covenants and agrees to pay a sum of \$. Equipment will be reserved upon receipt of a signed Contract, signed Invoice, 50% of total charges and the required damage deposit. The final 50% must be paid no later than 21 days before the event. The Client will be required to pay a \$30.00 fee on all returned checks. Details Party Rental, LLC does not accept checks within 21 days of the contracted event date.
- 3 If required, Client agrees to deposit with Details Party Rental, LLC as a damage deposit for the equipment noted on the Rental Form the sum of **Not Applicable** as set forth in. Client acknowledges receipt of a copy of regulations governing the use of Details Party Rental, LLC equipment outlined in this document and agrees to be bound by the terms thereof. Details Party Rental, LLC will return all or a portion of this damage deposit to the Client promptly after Details Party Rental, LLC has had reasonable opportunity to inspect the equipment provided and deducted any sum for repair or replacement. If no damage deposit is required, Client agrees that Details Party Rental, LLC may charge the customer for any additional fees or damage. Details Party Rental, LLC will notify Client before charging any additional fees.
4. Details Party Rental, LLC does not guarantee the availability of rental items until the Client has signed and returned the Contract and Invoice, paid the required fees and received a confirmation of their reservation via email. Client must pick up and return equipment on the times and dates specified above. Items returned after the "Return Time/Date" above are considered late and Client will pay to rent all items until they are returned. Fees will be incurred every 24 hours that the items are not returned. Late fees will be incurred for every 15 minutes the items are not returned after contracted return time.
5. Client shall have possession of the equipment for the purpose and term aforesaid. Client hereby waives & releases any claim for damages against Details Party Rental, LLC, its employees and third-party contractors hired by Details Party Rental, LLC on account thereof. All equipment must be used according to rules set forth in contract.
6. **Cancellations:** Any reservation cancelled 60 days or more before the contracted event date will be charged a restocking fee of 50% of the rental fees for the item or service that is being cancelled. If the reservation is cancelled within 60 days of the contracted event date, the client will not receive a refund for the cancelled items and is still responsible for paying for the items in full if they haven't already. If winds exceed 35 mph, tents cannot safely be set up & the cost of the tent will be refunded.

Client Initial

7. Client agrees to and shall indemnify and hold harmless and defend Details Party Rental, LLC, its employees and third-party contractors hired by Details Party Rental, LLC from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or damage to any kind of property, or for any breach of contract arising out of or in connection with this rental agreement and the purposes for which this rental agreement was entered into, including but not limited to property damage, injuries and death due to the act, omission, mistake, fault, default, or negligence of (1) Details Party Rental, LLC, its employees and third-party contractors hired by Details Party Rental, LLC (2) the Client, its agents and employees; and (3) any invitees, licenses or guests of the Client.
8. The Client assumes responsibility for all items rented from Details Party Rental, LLC from the time of delivery or pick up to the time the items are returned. This includes the handling racks and boxes that transport the equipment and the packaging materials. Replacement costs for lost or damaged items (including boxes, crates, packing materials, hangers, etc.) will be retained from the damage deposit or charged to the credit card on file. In the event of serious damage, Details Party Rental, LLC reserves the right to repair or replace the damaged item or items in its discretion at Client's sole expense. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges will be the Client's responsibility.
9. **LINENS:** All linens should be free of debris before returning. Linens that are damaged in any way, including candle wax, ink, mildew or other unusual damage will be considered sold to the rental Client. At that time, replacement cost at an amount equal to three times the contracted rental fee for the linen will be charged to the Client or retained from their damage deposit. The Client will be notified, and the damaged linens will be held up to 10 days for Client pickup. After that time, the linens will be discarded.
10. **TENTING:** Details Party Rental, LLC is not responsible for damage to underground or hidden sprinkler systems or other structures. Client must notify Details Party Rental, LLC of any underground structures. Client may call 311 for assistance locating underground utilities. Client shall provide unobstructed space for placement, assembly, erection and disassembling of tent. Client is responsible for all required permits, licenses and other consent.
11. **TAILGATE/TV PACKAGES:** There is no cancellation policy for tailgate or TV packages. Once you make your reservation, you will receive no refund for cancelling. Details Party Rental, LLC cannot guarantee there will be no TV interruptions during televised games. Details Party Rental, LLC will not refund Client if Dish Network's satellite malfunctions or weather causes satellite outages or interruptions. Details Party Rental, LLC will not issue refunds if a football game is cancelled. If a game date is moved, Details Party Rental, LLC will do its best to provide the tailgate package and TV package for the new date and time, but makes no guarantees. Texas A&M University Rules take precedent over all Details Party Rental, LLC guarantees.
12. Client is responsible for counting & inspecting items upon delivery; otherwise delivery totals are considered correct. Rental equipment is assumed to have been received in good working condition & will be returned in the same condition. Client will notify Details Party Rental, LLC immediately if equipment is defective or not working. Failure to do so will remove Client's right to receive refund & may result in damage charges to Client.
13. **All equipment is to be returned clear of food, candle wax and other items, and in the handling racks in which they were delivered.** Failure to do so will result in charges for the extra time and materials used to repackage the items. Client agrees to pay replacement costs for any missing or damaged items. If items are found missing or damaged at pickup/return, a detailed invoice of the charges will be provided. All chairs must be cleaned or Client will be charged a cleaning fee of \$1.75 per chair. All dishes must be cleaned with soap and water and dried or Client will be charged a cleaning fee of 30% of the rental total. Failure to return items will result in legal action against the Client. The Client will be responsible for any collection costs including: collecting agency fees, attorney fees, court costs, and any other costs incurred in collecting any charges due to Details Party Rental, LLC.

14. Please ensure site is ready (doors unlocked, tables set up, etc.) before Details Party Rental, LLC is scheduled to deliver or pick up rental items. If the site is not ready or accessible when Details Party Rental, LLC arrives, or if the equipment cannot be placed directly on site (extra handling involved), Client will be charged additional fees based on the extra time required to deliver or pick up the items. If Details Party Rental, LLC cannot deliver the rental items, the items may be taken back to the warehouse. Extra charges apply if items must be taken up stairs/elevators or hauled more than 50 feet from our vehicle. Unless contracted, Details Party Rental, LLC does not set up or take down rental items.
15. Details Party Rental, LLC is under no contract with the Client other than what is stated above. We hold the right to refuse, deny and/or hold any order regardless of length of the business relationship. We hold the right to refuse, deny and/or hold any order due to lack of payment for original invoices, late fees, replacement fees and/or any other fee outlined above. Details Party Rental, LLC is not responsible for the fees charged by any other company for your rental needs due to Details Party Rental, LLC refusing, denying and/or holding orders.
16. A 7.5% nonrefundable damage waiver is available for all orders. This damage waiver covers rental items that are damaged through normal use. All broken and damaged items, including broken glassware and china, must be returned to Details Party Rental, for the damage waiver to apply. The damage waiver does not cover loss or negligence. The replacement cost of all missing items will be charged to the contracted customer. Details Party Rental reserves the right to charge these costs to the credit card on file for the event payments.

IF CLIENT AGREES WITH ALL TERMS OF THIS CONTRACT, THE CLIENT WILL NEED TO SIGN THE CONTRACT AND INVOICE AND RETURN TO DETAILS PARTY RENTAL, LLC.

Client Signature

Date