

**NORTHSHORE TENTS AND EVENTS ("NTE")
TERMS AND CONDITIONS 2022-2023**

EVENT DEPOSITS. A valid credit card & a **NON-REFUNDABLE** deposit ("Event Deposit") will be required to reserve any event order. The amount of the deposit will be as much as 25% of the rental order and no less than \$500.00. This is not a security deposit and will be applied to the balance of the event order. Full balance will be due 7 days prior to any event. No event will be delivered partially paid.

CANCELLATIONS. Rental orders must be cancelled prior to seven (7) days from delivery in order to avoid cancellation fees. If rental order is cancelled seven (7) days to 48 hours prior to delivery date you agree to pay cancellation fee of 50% of the total rental charges. Any rental orders cancelled 48 hours or less prior to delivery will result in agreeing to pay a 100% cancellation fee. An event cancelled for any reason including rain will be subject to this policy.

SECURITY DEPOSIT. For security against missing and damaged items, and unpaid rental charges, a deposit ("Security Deposit") may be required at NTE's discretion. The security deposit will be returned after we have verified that all goods have been returned in good condition and any adjustments have been made for lost or damaged equipment and rental charges due. The rented items are accepted as first class condition and all adjustments will be made on this basis. A detailed invoice of all rental charges will be provided you after the event. Any charges left unpaid will be billed to you or deducted from the security deposit, and/or billed to your credit card.

DELIVERY AND PICKUP. Delivery and pickup shall be at our convenience. You grant us (Our agents and employees) the right to enter your premises for the sole purpose of delivery, installation and pickup of our rented equipment and goods. You agree to pay a service charge of (\$50.00 for each extra standard and \$300 for each after hour) delivery or pickup call occasioned by you and required of us. Delivery times are not a guarantee and can be affected due to traffic, accidents, weather, or other unforeseen causes.

LINENS. You agree to return all linens in only a mesh laundry bags, dry and debris-free. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG - MILDEW WILL RESULT.** If there is obvious damage to linens, such as mildew, wax, burns, tears cuts, or excessive stains you agree to pay the full replacement cost of the linens.

CARE OF EQUIPMENT. You agree to: (a) Pay a reasonable cleaning charge for any Equipment or other Items returned dirty. (b) **PROTECT EQUIPMENT AND OTHER ITEMS FROM THE ELEMENTS DURING THE TIME OF DELIVERY, USE, STORAGE, AND WAITING PERIOD BEFORE PICKUP.** (c) Rinse free of food and repack dinnerware (flatware, glassware, china and serving pieces) and return them in the boxes or containers in which they were delivered. Chairs and tables will be delivered stacked. They must be stacked by you for our pickup. There is an additional charge for set-up and take-down of Rental Equipment. Items used in the packing and transporting of Rental Equipment, such as crates, racks, boxes, cartons, dollies, carts, straps and the like remain our property during your use and must be returned with the equipment. You agree to pay for any items that become lost or damaged.

REPAIR OR REPLACEMENT. You agree to pay for any damage or loss of the goods while in your possession regardless of cause, reasonable wear and tear excepted.

RETURN OF EQUIPMENT. You agree to return the Rented Equipment and Items ("Equipment") by the agreed Return Date in the same condition as when the Equipment was received, ordinary wear and tear expected. You shall be liable for all damages to or loss of the Equipment and liability incurred prior to return.

APPLICABLE LAW AND FORUM. This Agreement, its performance and all disputes arising hereunder, shall be governed by the laws of the state of Louisiana. You further agree to submit to the jurisdiction of any court in the State of Louisiana.

ENTIRE AGREEMENT AND MODIFICATION. This Contract represents the entire agreement between you and us, and may not be amended or modified except by a subsequent written agreement signed by both you and us.

SEVERABILITY. Should any provision of this Rental Contract be held to be invalid or unenforceable, the remainder of the provisions shall not be affected but be given full effect without regard to the invalid or unenforceable portions.

POSSESSION/TITLE. Your right to possession of the Equipment begins upon Rental Items leaving the Rental Center and terminates on the agreed Return Date indicated on the front of this Contract. Retention of the Equipment beyond the expiration of the Rental Period constitutes a material breach of this Contract. Time is of the essence. Any extension must be mutually agreed upon in writing and signed by us. Title to the Rental Items is and shall at all times remain in the name of NTE.

FAILURE TO RETURN DURING BUSINESS HOURS. In the event the Equipment is returned to our premises at a time not during our regular business hours, you agree to pay for damage to or loss of the Equipment occurring between the time of return and the commencement of our next business day.

MINIMUM CHARGE. You agree to pay us a Minimum Charge for one (1) full day's rental, even if you return the Rented Item within that period.

LATE PAYMENT CHARGE. You agree to pay Us all Rental Charges promptly when due and to pay a Late Payment Charge of 2%

per month (ANNUAL PERCENTAGE OF 24%) on any past due, unpaid balance of the Rental Charges or any other sums due pursuant to the Rental Agreement.

COLLECTION COSTS. You agree to pay all reasonable costs of collection, including court costs, attorneys' fees and other actual expenses incurred by us in the collection of the charges due under this Rental Contract, or in the retaking of the Rented Items or in enforcement of the terms of this Rental Contract, or in any other action related to this Rental Contract.

EQUIPMENT FAILURE. If at any time the Rented Equipment ("Equipment") malfunctions or becomes unsafe or in a state of disrepair, you agree to immediately discontinue the use and notify us (within one hour or less). Failure to notify us in a timely manner will result in you being charged for all time out. We agree, in Our discretion, to: (1) repair the Equipment within a reasonable time; (2) provide You with like Equipment, if available; (3) make like Equipment available to You at another time (if acceptable to You); or (4) adjust the Rental Charge. This provision does not relieve you from your other obligations under this Rental Contract.

DISCLAIMER OF WARRANTIES. WE MAKE NO WARRANTY AGAINST INTERFERENCE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY OR REPRESENTATION THAT THE RENTED ITEM IS FIT FOR YOUR PARTICULAR INTENDED USE, OR THAT IT IS FREE FROM LATENT DEFECTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM THE USE OF, OR ANY FAILURE OF, THE RENTED ITEM. WE WILL NOT BE RESPONSIBLE FOR ANY DEFECT OR UNKNOWN TO US. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN THE RENTED ITEM IS TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THAT YOU NOTIFY US IMMEDIATELY OF SUCH FAILURE AND RETURN THE RENTED ITEM TO US WITHIN TWENTY-FOUR (24) HOURS OF SUCH FAILURE.

FORCE MAJEURE. Notwithstanding anything to the contrary contained herein, NTE shall not be liable for any delays or failures in their performance resulting from acts beyond its reasonable control including, without limitation, acts of God, natural disasters, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or power failures, labor difficulties, war or civil unrest. In the case of Force Majeure, NTE shall give Renter a credit for a future available date in an amount equal to any Event Deposit already paid. No refund shall be given, only a future credit.

RENTAL FIRM NOT MANUFACTURER. You acknowledge that we are neither the manufacturer nor agent of the manufacturer.

INSPECTION. You acknowledge that you have examined the Rented Items prior to taking possession, and that they are in good condition, except for any defect specifically noted on this Rental Contract.

INSTRUCTION. You acknowledge receipt of the Rented Items listed in this Agreement in good working order and repair; and Instructions on their safe use and proper operation.

HOLD HARMLESS AND INDEMNITY. You assume all risks inherent in the operation and use of the Rented Items by You and anyone else. You agree to assume the entire responsibility for the defense of, and to pay, indemnify, and hold Us harmless from, and release Us from, any and all claims for damage to property or bodily injury (including death), or for loss of time or inconvenience resulting from the use, operation or Your possession of the Rented Items, irrespective of any cause claimed or found other than Our gross negligence.

ASSUMPTION OF RISK/RELEASE OF LIABILITY. You are fully aware and acknowledge that there is a risk of injury or damage arising out of the use or operation of the Equipment, and voluntarily elect to enter into this Rental Contract and assume all of the risks of injury or damage. You agree to release and discharge us from any and all responsibility or liability from such injury or property damage arising out of the use or operation of the Equipment during the Rental Period. You further agree to waive, release and discharge any and all claims for injury or damage against us which you may be otherwise entitled to assert.

CARE OF EQUIPMENT. You are the insurer of the Rented Equipment and Items ("Equipment") and assume the entire risk of all loss and damage, regardless of cause, with respect to the Equipment, reasonable wear and tear excepted. Accrued rental charges may not be applied against the purchase or replacement of damaged, lost or stolen Equipment. Equipment, unreturned when due or damaged beyond repair, must be paid for by you at its full current replacement cost, including all shipping and handling charges. The cost of repairs will be borne by you whether performed by us or, at our option, by another. You also agree to pay a reasonable cleaning charge for Equipment returned dirty. You agree to pay us for the above stated losses, charges and costs immediately upon receipt of invoice.

RECEIPT/INSPECTION OF EQUIPMENT. You are renting the Equipment and Items ("Equipment") on an "AS IS" basis. You acknowledge that you have personally inspected the Equipment at the time of rental and determined that it is suitable for your needs. You acknowledge receipt of all Items listed in this Rental Agreement and that the Equipment is in good working order and repair.

REPOSSESSION. You agree that upon your failure to pay the Rental Charges or other breach of this Rental Contract, We may terminate this Contract and, WITHOUT NOTICE, take possession of and remove the Equipment from wherever it is located, WITH OR WITHOUT PROCESS OF LAW. You further agree that we and our agents shall not be liable for any claims for damage or trespass arising out of the removal of the Equipment. YOU AGREE TO PAY, IN ADDITION TO RENTAL CHARGES, ALL COSTS OF REMOVAL OF THE EQUIPMENT FROM YOUR POSSESSION, AND ALL FREIGHT, STORAGE, LABOR, LEGAL OR OTHER COSTS AND CHARGES INCURRED BY US TO REMOVE, SHIP, AND RETURN THE EQUIPMENT TO US.

LOADING AND TRANSPORTING. We will assist you or load your vehicle upon request by you. You agree that you are solely responsible for the loading, securing and transportation of any Equipment in or on your vehicle. You assume sole responsibility for any and all damages, injury or liability that may result to the Equipment, any person including yourself or others, or vehicle that may result from the loading and transportation of the Equipment. You are solely responsible for securing the Equipment before and during transportation, and agree to hold us harmless and indemnify us from any claims resulting from the loading, securing or transportation. You represent that liability insurance as required by State law will be maintained on any vehicle used in transportation.

NOTICE. Failure, refusal, or neglect to return the rental property after the Rental Period has expired, or the presenting of false, fictitious, or misleading identification to us may permissibly be inferred as an intention to fraudulently convert the Rental Equipment.

FOLDING CHAIRS. Our folding chairs are not recommended for guest exceeding 250 pounds. Please ask us about other rental options.

TENTING. The Client agrees to release NTE from liability of damage caused by damage to any property during the tent installation and/or strike (pick-up). Damages to property include but are not limited to disruption to water lines, gas lines, irrigation lines, air conditioning lines, grass, shrubs, or flowers as well as any scratches or cracks on the installed surface.

Renter Signature: _____