

Cheers Event Rentals, LLC

Woodstock Ga 30188



RENTAL CONTRACT AGREEMENT

Thank you for choosing Cheers Event Rentals, LLC for your rental needs. We appreciate your business and look forward to serving you!

Please read this rental contract agreement, print, sign your name and date at the end and return it back to us. **Your order is not booked until this contract is signed and returned to us.** Thank you!

1. All rentals are for two day use. Items are normally delivered the day before and picked up the day after the event rental date (excluding weekends and Holidays), at the standard delivery charge. At any time, Cheers Event Rentals, LLC may deliver 2 days or more before and pick up 2 days or more after. In cases such as this, the renter will be notified appropriately. Delivery charges vary based on geographical area, hours of delivery and pickup needed and how many trips are needed. Deliveries and pickups are made during Cheers Event Rentals, LLC normal delivery hour's unless otherwise agreed upon.
2. Acceptable methods of payment are: Visa, MasterCard, Discover, and cash. Checks will only be accepted by commercial companies at Cheers Event Rentals, LLC's discretion.
3. Renter agrees to the following deposits and cancellation clauses:
 - A deposit at the time of placing the order is required to hold rental items and event date. The date and rental items are not reserved until deposit and signed rental agreement are submitted to, received by and confirmed by Cheers Event Rentals, LLC.
 - The deposit amount equals half of the total order.
 - The deposit is not refundable under any circumstances.
 - Deposit will be applied to final invoice and balance will be due two weeks before the delivery date. If you wish to pay the balance ahead of time, that too is acceptable. The invoice balance must be paid in full two weeks before delivery in order to be scheduled on our trucks.
 - If the renter does not pay the balance before the two weeks of the delivery date, the contract and order will be cancelled and the renter forfeits the deposit. The renter will have to sign a new contract, place a new order and will have to pay the full order balance immediately (if items are still available).

- If the renter changes the event date and the new event date for Cheers Event Rentals, LLC is available, then we will apply a 20% fee to the existing order due to the change. The existing deposit will be applied to the new date. If the new date is not available, the renter forfeits the order and the deposit is not refundable.
 - If the renter changes the event location and we are able to accommodate the new location within our schedule, then we will change it within our system. The renter is aware that additional delivery and pick up fees may apply. If we are not able to accommodate the new location, the order will be cancelled, the renter forfeits the order and the deposit is not refundable.
 - If renter requests that Cheers Event Rentals, LLC remove items from their invoice, within 30 days of the event, a 30% cancellation fee for those items will be applied to the invoice. If the deduction is drastic, in addition to the item cancellation fee, Cheers Event Rentals, LLC also reserves the right to keep the non refundable deposit on the cancelled items.
 - Renter must give Cheers Event Rentals, LLC a written cancellation notice in order for the cancellation to be valid and honored.
4. Cheers Event Rentals, LLC reserves the right to keep renter's credit card information on file during the rental and has the authority to process the renter's credit card for any and all damages and lost items.
 5. There are no refunds for unused items. If equipment is ordered and delivered but not used, no refund will be approved.
 6. Rental items that are to be picked up by Cheers Event Rentals, LLC need to be ready by the renter on the date and specified time upon pickup, otherwise, the items will be considered late. Late fees, additional rental days and additional pickup charges will apply for returned pickup trips due to items not being ready.
 7. Renter agrees to have all gates unlocked, facilities opened and full access on delivery and pickup day and time. Failure to do so may result in Cheers Event Rentals, LLC having to reschedule delivery and pickup day and time or loss time waiting for facility to be open. Cheers Event Rentals, LLC has the right to add additional delivery and pickup fees if this occurs.
 8. Rental items that are picked up by the customer at Cheers Event Rentals, LLC facility will be returned on the date and specified time on the invoice. Late fees and possible additional rental days will apply for late returns and renter will need to reschedule another delivery day and time. The renter agrees not to drop off items outside if a Cheers Event Rentals, LLC employee is not there to receive them. If the renter drops off items without an employee present, the renter is held in full responsibility if items are stolen or missing and will be responsible for paying for replacements.

9. Responsibility for rented items remains with the renter from the time of delivery to the time of pickup. Please be sure all items, especially all custom pieces and our farm line, are secured and covered when not in use and protected from the weather. Renter agrees that Cheers Event Rentals, LLC has the right to remove any items, delay delivery of items or pick up items early due to weather or renter not having proper coverage of items from weather.

10. Renter is responsible for setup/breakdown of chairs, tables and all other items unless otherwise notated on the invoice. Renter agrees to have all items stacked cleanly and in same condition they were delivered for pickup. The renter will have all rented items wiped free of excessive dirt. If lanterns are rented, renter agrees to clean all candle wax before pickup. If renter fails to follow through with this clause, a fee in the amount of up to \$250 may be applied to the final invoice and will be due immediately.

11. Renter is responsible for all rental items picked up from Cheers Event Rentals, LLC facility. Including loading, unloading and transportation. Renter takes full responsibility for Cheers Event Rentals, LLC's employee assistance in loading and unloading. Cheers Event Rentals, LLC or its employee are not responsible for any vehicle damage during loading or unloading of any items. Renter takes full responsibility for proper tie down and security of all rental items. For furniture, farm line and various other items, Cheers Event Rentals, LLC may require an enclosed vehicle in order to allow transporting by renter. Additional daily rental fees will apply for late returns.

12. Renter understands that all Cheers Employees have been hired and are capable of handling, unloading and loading of all items to and from Cheer's vehicles. The renter is not allowed to assist in loading and unloading items from Cheer's vehicle. The renter is not allowed in or on any of Cheer's vehicles. If the renter insists on helping load or unload items, it is 100% the responsibility of the renter. The renter understands and agrees that they are going above and beyond any request of the Cheers employee. The renter also understands that they are still responsible for the full delivery/pickup fee and no partial or full refund will be issued.

13. At the time of delivery, pickup or placing the order, the renter agrees that they will have done a full evaluation of delivered items and items have been inspected and are in good working order without defects.

14. Renter shall use all property in a careful and proper manner, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Renter hereby assumes all risk of loss and damage to the property from any cause whatsoever.

15. Renter acknowledges that the rental property is of a size, design and capacity selected by renter, and that Cheers Event Rentals, LLC has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. Cheers Event Rentals, LLC shall not be liable to customer for any loss

or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defect therein.

16. Cheers Event Rentals, LLC employees will NOT setup/breakdown items unless it is paid for and added to the invoice AHEAD OF TIME. Setup/breakdown is time consuming and must be scheduled ahead of time so that Cheers Event Rentals, LLC can properly schedule time to do so. Failure to do so may result in rejection to setup/breakdown or additional fees will be charged if agreed upon at the time of delivery/pickup. Delivery and pickup employees DO NOT have the authority to make the call to setup/breakdown on site. It must be agreed upon between the renter and office manager.

17. Renter acknowledges that Cheers is not responsible for acts of God including rain, wind, hail, snow, frost, flood, tornado etc. or any other condition considered bad weather. Renter understands that if they rent any items that blow in the wind, tip over, or move in any way, this is not a defect in Cheer's product, rather an act of God. Renter understands that ShadeTree has the right to refuse to place rental items in the bad weather or to move them out of the bad weather.

18. Cheers Event Rentals, LLC reserves the right to delay delivery or pickup of a tent and any other items due to bad weather. Bad weather can consist of rain, wet grounds, wind, storms, hail, snow, frost, flood, tornado, lightning, etc. If this occurs, Cheers Event Rentals, LLC will notify the renter and arrange a new day and time for delivery and pickup. Renter understands that bad weather conditions is an act of God and out of Cheers Event Rentals, LLC control. The renter is still responsible for payment of the order, nonrefundable deposit and cancellation fees.

19. Renter confirms they are responsible for any damage to and under grounds or property when Cheers Event Rentals, LLC is putting up and taking down rented tent, light poles, doors and all other staked items. Renter understands that stakes are inserted into the ground three feet or more for these items. Renter confirms that underground area is clear of all electrical, plumbing, irrigation system, septic tank, well lines, etc and renter takes full responsibility for any damage if not. Renter is responsible for calling 811 before CheersEvent Rentals, LLC arrives and will have the property marked for all underground obstructions to ensure careful installation of any items requiring staking. Failure to have the property marked is the responsibility of the renter alone.

20. If renter will not allow tents to be staked and weighted barrels are requested instead, it is the renter's responsibility to provide Cheers Event Rentals, LLC access to water and a water hose at the placement of tent and barrels in order to fill the barrels with weighted water. The renter is also aware that Cheers Event Rentals, LLC will be emptying all the water from the barrels used at site of the tent when finished. Cheers Event Rentals, LLC is not responsible for any water damage caused by emptying the water barrels. If renter requests Cheers Event Rentals, LLC to stake and repair on asphalt, wood or any other material, renter takes responsibility for any cracking or damage to the asphalt, wood or other material and understands that Cheers Event Rentals, LLC will put down an asphalt, wood or other material patch only over the holes created

by the stakes. Renter understands that this patch may be noticeably different and does not hold Cheers Event Rentals, LLC responsible for any cosmetic differences or future wear and tear.

21. Renter understands that tents are temporary structures designed to provide limited protection from weather conditions such as sun and rain. Tents are not to be used to protect against strong winds, lightning, hail, ice and other Acts of God. Tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possibly injury is recommended when severe weather threatens the area. People must leave the tents and not seek shelter in tents during such conditions. Failure to do so is the renters responsibility. Cheers Event Rentals, LLC is not responsible for Acts of God causing a tent to collapse, blow over, rip, bend or break.

22. All floral arrangements, trash, decorations of any kind and any other items not belonging to Cheers Event Rentals, LLC must be removed from under the tent by the renter before scheduled pickup time. If items not belonging to Cheers Event Rentals, LLC are left under the tent upon scheduled pickup, the renter is fully responsible for the items being left in the weather once the tent is down. Cheers Event Rentals, LLC is not responsible for moving or cleaning up left items by the renter not belonging to Cheers Event Rentals, LLC.

23. Renter is not allowed to attach or hang any items or decorations to the tents and assumes responsibility for all damages caused to the tent by failure to follow the requests of this contract. Renter is not allowed to have any heaters under the tents.

24. Tents will be setup and taken down by Cheers Event Rentals, LLC only.

25. The renter agrees that Cheers Event Rentals, LLC holds no liability for any damage or injury caused by the use of rental items to renter or any third party. The renter assumes all risk of personal property damage or personal injury and if any accident involving Cheers Event Rentals, LLC rental items has occurred while it is in renter's possession, renter shall make Cheers Event Rentals, LLC aware by written statement of details of occurrence of event including police report and names and addresses of witnesses.

26. Renter agrees to have all grounds clear of items for Cheers Event Rentals, LLC to properly make a delivery/pickup. Cheers Event Rentals, LLC employees will not move any items that do not belong to Cheers Event Rentals, LLC. Cheers Event Rentals, LLC is not responsible for any damages or missing items when making a delivery/pickup. Cheers Event Rentals, LLC will not install or setup any items that do not belong to Cheers Event Rentals, LLC. If Cheers Event Rentals, LLC employee has to wait for area to be clear so that a delivery or pickup can be made, additional fees will be applied to cover additional time.

27. No goods may be moved from the place of delivery without written permission of Cheers Event Rentals, LLC. If this is found to be true without written permission, Cheers Event Rentals,

LLC has the right to remove the moved items immediately without notice or permission and charge additional pickup fees.

28. Renter agrees to the below delivery and pick up clauses and agrees they will be followed unless otherwise arranged while placing the order and confirmed between Cheers Event Rentals, LLC employee and renter upon delivery: If any of these are not followed, a fee in the amount of up to \$250 may be applied to the final invoice and will be due immediately.

- Renter is responsible for setup/breakdown of chairs, tables and all other items unless otherwise notated on the invoice. Renter agrees to have all items stacked cleanly and in same condition they were delivered for pickup. The renter will have all rented items wiped free of excessive dirt. If lanterns are rented, renter agrees to clean all candle wax before pickup. If renter fails to follow through with this clause, a fee in the amount of up to \$250 may be applied to the final invoice and will be due immediately.

“Except for the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, expenses and legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees and successors and assigns that occur in connection with the events included in this agreement. This indemnification will survive the termination of this agreement and will be interpreted in accordance with the laws and statutes of the State of Georgia. “

Liability

Release

Indemnification: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, 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 lessee or lessor), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming lessor as a party. Lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorney fees incurred by lessor in such defense.

Purpose of this Clause: The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

I, the renter, have read this entire contract and agree fully to all stated terms and conditions.

PRINT NAME

SIGNATURE

DATE
