

DELIVERY/PICK-UP CONFIRMATION

ELITE AFFAIRS EVENT RENTALS

1116 West Airline Hwy
LaPlace, LA 70068

Business Hours

Mon 5-7PM (Returns Only)
Tues-Fri 10:30-5PM | Sat 9-2PM
T 985-359-9199 | F 985-359-9198 | C 504-909-9199
E eliteaffairseventrentals@gmail.com

CONTACT INFORMATION

Customer's Name:
Customer's Phone Number:

ALL ITEMS MUST BE RETURNED BY:

_____ @ _____ AM/PM


TO AVOID ADDITIONAL FEES!

INITIALS: _____

DELIVERY/PICKUP INFORMATION

Delivery/Pickup Address:

Delivery/Pickup Date & Time:

DESCRIPTION OF RENTAL PRODUCTS	TOTAL UNITS
	

By signing this document, you confirm that you received all of the rental items received at the specified date, time and location indicated above. You acknowledge that you have reviewed, understand, and accept the terms and conditions stated in the rental agreement on the back of this page.

Customer Signature _____ Date _____

EA Staff Signature _____ Date _____

PLEASE REVIEW TERMS AND CONDITIONS ON BACK

TERMS & CONDITIONS

For the purpose of this Rental Agreement, "Rental Center" shall mean Elite Affairs Event Rentals, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein "the rental items or items") described on the front of this Rental Agreement it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. Customer will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Customer agrees to hold harmless rental center from and against any and all liability, claims, judgments, attorneys' fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of rental center.

2. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY. Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge rental center from any and all responsibility or liability from such injury or damage arising out of the use or operation of the rental items; and customer further agrees to waive, release and discharge any and all claims for injury or damage against rental center which customer otherwise may be entitled to assert.

3. TITLE AND OWNERSHIP. The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.

4. INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects prior to accepting the rental items.

5. REPLACEMENT OF MALFUNCTIONING ITEMS. If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.

6. HOLD HARMLESS AGREEMENT. Customer shall defend, indemnify and hold harmless Rental Center its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rental Center in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

7. TIME OF RETURN. Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at Rental Center's election be mutually agreed upon in writing and may result in a late fee.

8. RETURN OF RENTAL ITEMS. At the termination of this agreement, Customer shall return all the rental items to Rental Center's premises during Rental Center's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Rental Center's regular business hours. If Rental Center has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer. Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by Rental Center.

9. INSPECTION BY RENTAL CENTER. Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.

10. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS. Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Rental Center may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its subcontractors. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items or use the rental items. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without Rental Center's prior written permission; or, allow a lien to be placed upon the rental items. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Rental Center when rental items are found to need repair or maintenance or is not properly functioning. Customer acknowledges that Rental Center has no responsibility to inspect the rental items while they are in Customer's possession

11. DELIVERY. Delivery is made at the time and date listed and at the closest point our truck/van can park. We have the right to enter the premises of your event for the sole purpose of delivering these items. If you fail to accept these items at the time and location outlined in this agreement additional fees will incur. Extra fees will result for deliveries that are not accepted at the specified time and location, require unexpected set up and breakdown, going upstairs, requiring elevator use, or any point where extra time is needed. If you are not able to accept these items at the time and location specified, you must contact us and confirm any changes at least 72 hours prior to the original delivery time. Changes in your scheduled delivery made in less than 72 hours of your scheduled delivery may result in additional fees or delay of your delivery. This service does not include set up or breakdown of the items rented. Items will be placed in one designated area and must be returned to this area prior to the time of pickup.

12. PICKUP. Items will be ready for pickup at the time and date listed. If you are not able to accept these items at the time and location specified, you must contact us and confirm any changes at least 48 hours prior to the original pickup time. Changes in your pickup made less than 48 hours of your original pickup time may result in delay of your pickup.

13. CLEANING. Chafing Dishes, Cake/Dessert Stands, Beverages Dispensers, Glassware, and Flatware must be returned rinsed and repacked properly or additional charges will be assessed. Special cleaning deposits may be charged. Any rental items returned unclean will result in a cleaning fee.

14. LINENS. All linens are inspected prior to pick up and upon return. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY PLASTIC BAG WHATSOEVER** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, etc. you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.

15. DIRTY, OR DAMAGED ITEMS. Customer agrees to pay for any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of Rental Center. Customer also agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by Rental Center, or at the Rental Center's option by others.

16. DAMAGE WAIVER. If Customer pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Rental Center agrees to modify the terms of this contract and relieve Customer of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, windstorm, upset and riot. Rental Center excludes from the waiver, however, any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customer's failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Customer must file a report to the proper law enforcement authorities and furnish Rental Center a copy. In addition, if Customer has insurance for the loss or damage, Customer shall exercise, and shall empower Rental Center to exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with Rental Center to obtain recovery and all insurance proceeds shall be given or assigned to Rental Center.

17. THEFT OF RENTAL ITEMS. The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.

18. RETAKING OF RENTAL ITEMS. If for any reason it becomes necessary for Rental Center to retake the rental items, Customer authorizes rental center to retake the rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

19. LEGAL FEES. In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute 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.

20. WEATHER-RELATED RISKS. Customer assumes all weather-related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges.

21. PREPARATION OF SITE. Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of the Rental Center's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

22. NOTICE OF NON-WAIVER/SEVERABILITY. Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

23. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Rental Center's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Rental Center and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Rental Center.

24. EQUIPMENT FAILURE. In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Customer agrees to immediately discontinue use, notify Rental Center, and if directed to do so, return the Equipment to Rental Center. Customer further agrees Customer will not repair or have anyone else repair any Equipment. Failure to timely notify Rental Center will result in Customer being charged for all Time Out.

26. PROPERTY DAMAGE. Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Rental Center.

A LARGER FONT COPY OF THESE TERMS & CONDITIONS IS AVAILABLE UPON REQUEST.