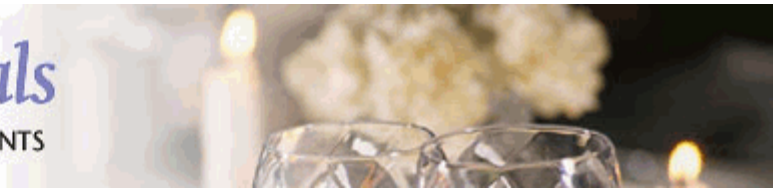




# R & R Party Rentals

WEDDINGS, PRIVATE and CORPORATE EVENTS



Note: Store hours may change seasonally & without notice. Please call ahead to confirm hours of operation.

## **COVER PAGE**

**Today's Date: 6/1/2018**

**Contract # 004 - 550386 - 1**

This contract is scheduled for a CUSTOMER WILL-CALL on 7/17/2018 and a CUSTOMER RETURN on 7/19/2018. This is being serviced by our Preston, WA store located at 30200 SE 79th St. Suite 130 If you have any questions, please call 425-688-0099 where an event specialist would be happy to assist you.

**IMPORTANT - PLEASE READ:** Although, we take every precaution to assure that your order has been entered correctly, it is important that you read over this document completely to verify that all information has been entered correctly. This includes delivery addresses, item types, quantities, and any special instructions you may require.

**IMPORTANT - PLEASE READ:** You are responsible for reviewing this contract for accuracy. If there is an error please let us know immediately. We will not be held responsible for errors in item types or quantities.

If you have any questions regarding this contract, please contact one of our event specialists for an explanation.

**Thank you for choosing R&R Party Rentals.**



**R&R Party Rentals**

**[www.rr-partyrentals.com](http://www.rr-partyrentals.com)**

**425-688-0099**

# RENTAL CONTRACT & TERMS AND CONDITIONS

Lessor, hereby agrees to lease to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. The leased equipment shall at all times be and remain the sole and exclusive property of Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without expressed written permission of Lessor.
2. Lessee acknowledges that Lessee has had an opportunity to personally inspect the equipment and finds it suitable for Lessee's needs and in good condition. Lessee understands its proper use. Lessee further acknowledges Lessee responsibility to inspect the equipment prior to its use and to notify Lessor of any defects.
3. If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. If the defect is the result of normal use, Lessor will repair or replace the equipment with similar equipment in good working order if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.
4. Lessor is neither the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
5. Lessee shall defend, indemnify and hold harmless Lessor 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 Lessee. Lessee's employees and agent of Lessee or Lessee subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fee paid by Lessor in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
6. Lessee right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Lessee's obligations under this contract. Time is the essence in this agreement. Any extension must, at Lessor's election be mutually agreed upon in writing.
7. The Lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.
8. At the expiration of this contract, or sooner upon Lessor's demand, Lessee promises to return all the equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not returned within Lessor's regular business hours. If the Lessor has agreed to deliver equipment to Lessee or to pick up the equipment from Lessee, Lessee shall be responsible for all loss or damage to the equipment from the time of delivery to Lessee or until picked up by Lessor. If the equipment is returned in a damaged or excessively worn condition, Lessee shall pay Lessor the reasonable costs of repair and pay rental on the equipment of one-half the regular rental rate until repairs have been completed. Lessor shall be under no obligation to commence repair work until Lessee has paid therefore. In the event the Lessor must resort to litigation to be reimbursed for damage caused to equipment, Lessee agrees to pay all attorney's fee, court costs, or other expense which becomes necessary to compensate Lessor for his repairing or having the equipment repaired or replaced.
9. The Lessee hereby expressly waives all rights in and to any and all exemption laws set forth in the State of Washington , which are within the power of the Lessee to waive.
10. Lessor 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 Lessee's premise.
11. Lessee shall at its own expense and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.
12. Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pickup where no prior arrangements have been made and equipment is not knocked down and assembled in the same location as delivery, if time permits, the pickup crew will knockdown and load all equipment at the expense of the Lessee. If time does not permit our crew to pickup on the scheduled day, a crew will be sent out the next day to pickup and an additional days rental will be charged. A knockdown fee will result if equipment is still up.
13. Glassware, and Flatware must be returned rinsed and free of food and repacked properly in rack provided or additional charges will be assessed. Special cleaning fees will be charged on BBQ Grills and Cooking Equipment.
14. Table linens are inspected prior to pick up and upon return. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, 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. Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. Lessee also agrees to pay a reasonable cleaning charge for all equipment 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 Lessee at its Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor or at the Lessor's option by others.
16. Equipment left out in rain/weather is excessively worn. This is not normal wear and tear. A prorated rate of 1/16th of the replacement cost will be charged to the Lessee for equipment left out in the weather.
17. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or mysterious disappearance.
18.
  - a. Lessee agrees to pay Lessor upon demand:
    - i. All rates, charges taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction.
    - ii. Replacement costs for any loss or disappearance of equipment due to theft, conversion, or other dishonest acts on part of any person or persons to whom the equipment is entrusted or any person or persons in the service or employment of the Lessee whether or not occurring during the hours of such service or employment. Lessor reserves the right to consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the "AGREED RETURN DATE" COLUMN of the contract.
  - b. Lessee authorizes Lessor to bill Lessee's credit card at time of reservation or upon Lessee's receipt of the rented item(s) or upon return of the item(s).
  - c. If Lessee has directed that charges are billed to a third party, and Lessor agrees to bill that third party, and the third party fails to make prompt payment to Lessor when due, then Lessee promises to pay Lessor on demand. If the Lessee directs charges to billed to a third party, Lessee represents that he is authorized to give Lessor such direction. Lessee understands that he remains individually responsible for all charges. Lessor is paid for this contract.
  - d. One and one half percent (1 ½%) per month (minimum \$5.00) will be charged on any past-due accounts. Lessee shall pay for collection fees, attorney's fees, court cost costs or any expense involved in the collection of rental charges or other damages to Lessor under terms of the contract. The Lessor, at its own discretion, may revert all charges to the daily rate if invoice is not paid on the due date.
  - e. LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes additional charges or credits to made to his account and payment by the method used at the time of the reservation, rental or return.
19. Lessee assumes all weather related risks involved in holding an outdoor tented event. Lessor 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 Lessor's control, Lessee shall be liable for payment in full of all charges.
20. Lessee agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to our arrival. All non-leased equipment and decorations shall be cleared and taken from site. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expenses.
21. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.
22. Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
23. Lessee agrees to furnish Lessor access to, and the right to use Lessee's electrical and power lines for installation and operation of the rented equipment.
24. Lessee agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all Underground Facilities.

## Damage Waiver Coverage (DWC)

C# - 004 - 550386 - 1

Please fill out this form and return immediately via email, fax, or mail to avoid delays in your delivery.

Damage Waiver covers damage to rental items that occurs during normal and careful use. It does not apply to any loss caused by CUSTOMER NEGLIGENCE, MISUSE, THEFT, VANDALISM, OR MALICIOUS MISCHIEF.

### COVERED ITEMS

**BREAKAGE: All equipment will be covered with return of broken items.**

**LINENS: Stains, burns and tears will be covered with the return of linens. (Exception: When using linen for outside events, it is suggested you opt for the next size smaller so as not to stain or tear the bottom. If you choose the "Floor" length linen and damage is incurred, DWC will NOT cover repair/replacement of the linen.)**

**DISH/GLASS: With the return of the broken items.**

**TENTS: All physical damage to tents due to hail, rain, and windstorm, etc. will be covered. (Excluding customer installed tents.) Reinstallation of tents will also be provided at no additional cost.**

### NOT COVERED:

**Shortages.**

**Abuse.**

**Items left out in rain or in sprinklers. Water damage.**

**Neglect to take reasonable precautions to protect property.**

**Mysterious disappearance, theft, conversion or other dishonest act on part of any person or persons to whom the rented equipment is entrusted or any person or persons in service or employment of the Lessee whether or not occurring during hours of such service or employment.**

**Stains due to using colored material or crepe paper in contact with tents.**

**Wax on linens, excessive soiling of linen that does not constitute normal use.**

### EXAMPLES:

#### **Covered incident:**

1. A broken glass or plate where the pieces are returned.
2. A linen with a food stain that will not come out.
3. An R&R installed tent damaged in a windstorm.
4. A plate that is chipped.

#### **Not covered incident:**

1. A table that falls out of your vehicle.
2. A broken glass or plate where the pieces are not returned.
3. Any missing or lost items.
4. Fireworks lit next to a linen causing multiple burn holes.

DWC is 10% of rental order BEFORE tax.

Please DECLINE or ACCEPT DWC, if you accept, you will be covered on THIS ORDER. If you decline, you will not be covered on this order.

I ACCEPT \_\_\_\_\_ I DECLINE \_\_\_\_\_

SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

I understand that Damage Waiver cannot be added or removed to an open or closed contract. If I wish to change my preference at a future date, but prior to receiving the equipment, I must re-submit a modified damage waiver form.



Serving Washington State

30200 SE 79TH ST. Suite 130  
 Issaquah, WA 98027  
 425-688-0099 phone  
 425-688-0111 fax  
 www.rr-partyrentals.com

Mon-Fri :00:0 - :00:0  
 Sat :00:0 - :00:0  
 Sun - By Appt

**Status:**

Contract #: 004 - 550386 - 1  
 Event Beg Date: Tue 07/17/2018  
 Operator: Abby Woldman

Phone: 425 746-6461

Customer # 85566  
 Bill To: TERRILL, BRUCE

**CUSTOMER WILL-CALL**

4068 172ND PL SE  
 Bellevue, WA 98008

Job Descr: EVENT

\*EVENT DATE: 7/18/18  
 \*EVENT START/FINISH TIME:  
 \*CANCEL DATE @ 4PM: 7/10/18  
 \*TENT CANCEL DATE @ 4PM: N/A  
 \*DAMAGE WAIVER: ACCEPTED

CUSTOMER WILL CALL TUE 7/17/18 8AM-5PM @ PRESTON SHOWROOM  
 CUSTOMER RETURN THU 7/19/18 8AM-5PM @ PRESTON SHOWROOM

Qty	Items Rented	Price Each	Status	Event End Date	Rental Fee
1	24731 004 -----CANCELLATION POLICY----- Please refer to the Cancellation/Reduction date listed below. Any cancellations/reductions after this date will receive a credit for 50% of the standard rental fee. Any cancellations made the day of delivery or customer will call will be charged 100% cancellation fee.		Reserved	Thu 07/19/18	
1	79238 004 BBQ, 72" PROPANE BIG JOHN ALL BBQ'S MUST BE RETURNED CLEAN OR \$100 CLEANING FEE WILL BE CHARGED. THE WATER PAN MUST BE FILLED WITH WATER. FAILURE TO FILL WITH WATER WILL RESULT IN AN ADDITIONAL CLEANING FEE.  BBQ RETURNED CLEAN _____ DIRTY _____  I HAVE BEEN SHOWN THE PROPER WAY TO LIGHT THIS BBQ. I ALSO AGREE THIS BBQ IS IN PROPER WORKING ORDER. INITIALS _____	110.00	Reserved	Thu 07/19/18	110.00
1	11049 004 TANK, PROPANE 10 GAL / 43 LB. A wrench may be needed to attach equipment to this tank. We do not provide wrenches.	40.00	Reserved	Thu 07/19/18	40.00

**Any balance due will be charged to your credit card 3 days prior to delivery or will-call.**

**Payments made on this contract:**

Rental/Sale Paid \$88.65 on 01-Jun-2018 1:11 pm Credit Card Visa xxxx-xxxx-xxxx-2871 Auth:09732C  
**Total Paid \$88.65**

Qty	Items Rented	Price Each	Status	Event End Date	Rental Fee

**RENTAL CONTRACT**

This is a contract. The back of this document contains important terms and conditions, including Lessor's disclaimer from all liability for injury or damage and details of Lessee/Buyer's obligations. These terms and conditions are part of this contract - READ THEM!

**DAMAGE WAIVER**

DAMAGE WAIVER does not apply under the following conditions: (A) Loss caused by willful neglect, misuse or abuse. (B) Unexpected loss or mysterious disappearance. (C) Theft, conversion or other dishonest act on part of any person or persons to whom the issued property is entrusted or any person or persons in service or employment of the Lessee whether or not occurring during hours of such service or employment. (D) Equipment left unsecured. (Equipment must be protected at all times.) (All equipment left outdoors must be protected against theft, vandalism, misuse, or abuse.) (E) Use of equipment in violation of any terms of this agreement. (F) Any missing or lost items. (G) Items left outdoors in rain or sprinklers (any water damage). (H) Wax on linens. (I) Excessive soiling of linen that does not constitute normal use.

DECLINES ☒ \_\_\_\_\_

IF EQUIPMENT DOES NOT FUNCTION PROPERLY NOTIFY LESSOR WITHIN 30 MINUTES OF OCCURRENCE OR NO REFUND OR ALLOWANCE WILL BE MADE.

THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

**SIGNATURE****PRINT NAME**

<b>Rental:</b>	<b>\$150.00</b>
<b>Damage Waiver:</b>	<b>\$11.00</b>
<b>Sales:</b>	<b>\$0.00</b>
<b>Delivery Charge:</b>	<b>\$0.00</b>
<b>Misc. Charges:</b>	<b>\$0.00</b>
<b>Subtotal:</b>	<b>\$161.00</b>
<b>Energy Chg:</b>	<b>\$2.25</b>
<b>TAX 8.6% PARTY</b>	<b>\$14.04</b>
<b>TOTAL:</b>	<b>\$177.29</b>
<b>PAID:</b>	<b>\$88.65</b>
<b>AMOUNT DUE:</b>	<b>\$88.64</b>