

MONTANA PARTY RENTALS, INC.
17 All West Trail, Bozeman, MT 59718
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www.montanapartyrentals.com
("Company")

Rental property must be timely returned or Company must be notified of request of extended time as failure to return said property can result in a criminal prosecution pursuant to Section 45-6-309 M.C.A. Persons failing to return property not exceeding one thousand dollars (\$1,000.00) in value shall be fined not to exceed one thousand dollars (\$1,000.00) or be imprisoned in the county jail for a term not to exceed six (6) months, or both. Persons failing to return property exceeding one thousand dollars (\$1,000.00) in value shall be imprisoned in the state prison for a term not to exceed ten (10) years. Intentionally failing to return rented property may also be punishable as theft pursuant to Wyoming Statute Section 6-3-402.

RENTAL CONTRACT – TERMS AND CONDITION

I. DELIVERY AND PICK UP:

A. Renter may pick up rented items after 9:00 a.m. and shall return the rented items no later than 11:00 a.m. on the due date. Rentals must be protected from elements during transportation in an enclosed vehicle or trailer. Livestock trailers are not allowed.

B. Delivery and pick-up service is available for a fee. Delivery is to the door of the event, street level. There is an additional charge for delivery and/or pick-up if beyond the street level, or up or down stairs. There is also an additional charge for delivery and/or pick-up involving more than one location. Delivery and pick-up times are scheduled according to routes.

C. Delivery and pick-up service does not include any set-up or break-down, unless it is a rental item that Company is required to set-up and break-down. Set-up and/or break-down services are available for an additional charge and must be arranged prior to delivery.

D. Delivery must be made to, and items rented must be kept in, a location which provides protection from the elements.

E. It is Renter's responsibility to maintain the delivery and pick-up times agreed upon in order to assure the availability of rented items. If Renter authorizes any other person to make rented items available for pick-up, Renter is responsible if such person fails to make the same available.

F. If rented items are unavailable at the time of pick-up, Renter agrees to pay a service charge of \$50, plus any additional charges which accrue.

G. All tables and chairs must be clean, folded down, and gathered in one location at the scheduled time for pick-up. Folding chairs must be stacked on the plastic pallets which are provided. All dishes, glassware, flatware, silver, and service items must be rinsed, dry, free from food, and placed back in delivery containers. Renter will be charged a minimum two day rental rate for dishes returned dirty. In the event that breakable items are not packed in the provided containers, Company will pack the items and Renter is responsible for any broke or damages items, as well as labor charges. Delivery containers that are provided are considered rented items and failure to return containers will result in replacement costs being charged to Renter. Wax must be removed from candelabras and votives if not using Company candles. Linens must be refuse free and dry. Failure to do any of the aforementioned will result in additional costs being assessed against Renter. Renter will be charged a deposit for cleaning and/or breakdown of rented items based upon the job and items rented. This deposit will be \$_____, and is due upon final payment of rented items. The cleaning deposit must be placed on a credit card. If the rented items are returned in the manner specified in this paragraph, the deposit will be refunded.

(Initial)

H. Shortages, broken, or damaged items must be reported prior to the event or the rented items, pursuant to the invoice, will be considered received.

2. RESERVATIONS, PAYMENT, AND CANCELLATION FEE:

A. A nonrefundable payment of 30% of the rental fees for items to be rented is due at the time of signing this Contract. **This payment is NONREFUNDABLE and NONTRANSFERABLE in the event Renter cancels any reserved rental items.** Upon receipt of the deposit, the rental items are reserved for Renter and guaranteed for the date of the reservation. Full and final payment is due 14 days prior to the event. In the event final payment is not received 14 days prior to the event date, Company will charge the remaining balance to Renter's credit card on file. It is Renter's responsibility to notify Company if a credit card other than that placed on file is to be charged. If Company is not notified of any changes, the credit card on file will be charged.

B. Renter is aware that reservations for rental items (excluding canopies) canceled less than 14 days prior to the reservation date will be charged in full, and Renter shall be liable for payment of the same. _____ (Initial) Renter is aware that reservations for canopies canceled less than thirty (30) days prior to the reservation date will be charged in full, and Renter shall be liable for payment of the same. _____ (Initial)

C. Renter is allowed to reduce table, chair, dishware, flatware, and linen reservations by 20% up to 2 weeks prior to 'out' date without penalty. Reductions greater than 20% shall result in Renter's forfeiture of Renter's deposit. _____ (Initial)

D. Renter is charged for the time the rented items are in Renter's possession. No allowance is made for any period of time when the rented items are not in actual use.

E. Rental and term begins on the date and time specified as "Out" on Company's Invoice and terminates on the date and time specified as "In" on Company's Invoice.

DEPOSITS AND PREPAYMENTS ARE NON-REFUNDABLE.

We hereby certify that we have read the foregoing, understand the terms, and agree to abide by the same. DATED this ____ day of _____ 20__.

Renter: (name printed: _____) Signature: _____

Reservation Name: _____ Address: _____

Reservation #: _____ Phone: _____ Driver's License #: _____

F. A finance charge of 18% per year (1 ½% per month) is charged on all past due accounts.

3. LIABILITY AND DAMAGE TO RENTED ITEMS:

A. Company is responsible for repair of defects in rented items due to normal use only. Company makes no implied warranties of merchantability or of fitness for a particular purpose.

B. Company is not liable for damages or injuries to persons or property caused by acts of nature, riot, vandalism, mischief, or sabotage.

C. Company is not liable for any damages or injuries to persons resulting from negligence, carelessness, or misuse of the rented item(s).

D. Renter is responsible for securing appropriate property and liability insurance that covers rented items from delivery through pick-up.

E. Renter is responsible for keeping rented items safe and protected from damage while in Renter's possession.

F. Renter agrees to immediately discontinue use of any rented item(s) should the same become, at any time, unsafe or in a state of disrepair. Renter will immediately notify Company of the same. If notice is not given by Renter to Company within 1 hour after the failure, then Renter will be charged, unless otherwise mutually agreed, for the rental amount. Renter is not authorized to charge any amounts to Company, or to expend any money, in repairing the rented item(s).

G. Renter further agrees that if the rented items are returned to Company in a condition other than the condition received, normal wear and tear excepted, that Renter will pay the amount necessary to return the rented item(s) to its former condition, including labor and new parts. Amounts paid under this provision will not relieve Renter from the rental charges incurred.

4. WEATHER-RELATED RISKS: Canopies are temporary structures and can possibly collapse during severe rain, snow, or windstorm. Evacuation of canopies in high winds, heavy snows, or lightning is highly recommended. Renter agrees that in the event of a predicted or actual storm or excessive winds, Company may dismantle any previously installed rented tents and related items to ensure the safety of all persons and equipment involved. Renter assumes all weather-related risks involved in holding an outdoor, canopied event. Renter is responsible for payment in full in the event that weather prohibits set up of canopy or dictates non-use of the canopy(s).

5. SALE ITEMS: All sales of special orders, seasonal items, and discounted items are final. A receipt is required for return of all other items and must be made within 2 weeks of purchase date. All returns are for in-store credit only.

6. CREDIT CARD AUTHORIZATION: Company will deduct all charges for damaged, broken, lost, or stolen items, late fees, and additional labor fees, from the damage deposit. Renter's credit card shall be charged for any charges that exceed the Renter's damage deposit. _____ (Initial)

7. INDEMNIFICATION:

A. Renter agrees to indemnify and hold Company harmless from any liability whatsoever resulting from the use of rented items while in Renter's possession.

B. Renter agrees to be the absolute insurer of the items rented, including fire and theft, while in Renter's possession.

C. Should legal proceedings, including collection actions, be instituted by Company, or on Company's behalf, Renter is liable for all charges incurred by Company, including, but not limited to attorney fees, court costs, costs of execution and collection fees.

D. Renter and Company agree that Gallatin County, Montana, Eighteenth Judicial District, is the exclusive jurisdiction for any legal proceedings brought under the terms of this Contract except as otherwise required by law in the case of a criminal proceeding resulting from the intentional failure to return rented property.

8. SEVERABILITY: The provisions of this Contract shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

9. MEDIATION: In the event a dispute arises pursuant to the terms of this Contract, Renter and Company agree to first mediate their dispute. The mediator will be mutually agreed upon between the parties and if the parties cannot agree then a mediator will be chosen by the Clerk of District Court, Gallatin County. Mediation will occur prior to either party filing a legal action, unless one party refuses to abide by this clause.