

Rockview Event Rentals

Sales@rockvieweventrentals.com

(831) 578-7873 / (510) 499-1524

RENTAL AGREEMENT CONTRACT TERMS AND CONDITIONS



This Equipment Rental Agreement Contract is made effective as of [REDACTED], between Rockview Event Rentals ("Owner/Operator"), and [REDACTED] Client/Customer, and states the agreement of the parties as follows: RENTAL DATE AND TIME: / /2023 at O'clock AM/PM until / /2023 at O'clock AM/PM.

EQUIPMENT SUBJECT TO BE RENTED

A two (2) stall luxury restroom trailer with temperature control AC/Heater, hot water, a built-in wash basin and mirror. It is understood that this unit should be used for events with 150 people maximum. **License Plate# 4UA6307 Vin# 4C9TN1011MA081905**

Rockview Event Rentals Agrees To:

1. Rockview Event Rentals shall supply all equipment as listed and stated in the invoice and/or quotation, at the rates specified and agreed to therein the contract.
2. Rockview Event Rentals shall supply all additional equipment and services requested by customer as available, at Rockview Event Rental's customary rates. Scheduling of all rentals shall be determined and confirmed by Rockview Event Rentals and shall be dependent on availability and product demand. It is understood that any and all scheduling and equipment availability is subject to change.
3. All equipment shall be maintained by Rockview Event Rentals and shall be in good working condition for ordinary use, but Rockview Event Rentals is not responsible for failure to render such maintenance due to causes beyond its reasonable control.

Client/Customer's Agree To:

- a. Client/Customer shall make the payment of all rental fees and charges for the entire rental period on every article of rented equipment identified in the client/customer's contract, quote and/or on the list of equipment rented/leased. In the event Rockview Event Rentals has obtained a security deposit from the client/customer, such will be returned to the client/customer on receipt of the rented equipment, provided client/customer has complied with all terms and conditions herein.
- b. Client/Customer shall retain absolute and sole control, possession and custody of rented equipment and return such equipment to Rockview Event Rentals at end of stated period in the same condition it was received per the terms of the agreement.
- c. Client/Customer acknowledges that Rockview Event Rentals has no control over use of the equipment by the client/customer. Client/Customer should make no use of the equipment for any other reason than its intended use other than sanitation purposes and shall see to it that the equipment is not subjected to careless or unusually rough vandalism or damaging usage. During the rental period, client/customer shall, at its own expense, maintain the equipment in good repair and operative condition, and return it in such condition to Rockview Event Rentals, ordinary wear and tear resulting from proper use of the equipment excepted.
- d. Client/customer shall comply, at its own expense, with all applicable local, state, and federal statutes, ordinances, rules, regulations and guidelines. Client/customer shall pay any license fees, assessments, fines due to use as well as all additional sales, use, property and all other taxes imposed by any government, state, city and any public or private entity relating to the client/customer's use or possession of the equipment during the rental period and during the time of their possession of the rented equipment.

VENUE LOCATION CONSIDERATION

Client/Customer shall exercise reasonable care and due diligence in selecting the location(s) designated for equipment and to ensure its availability and accessibility for servicing or maintenance at ground level without hazard to Rockview Event Rentals, its agents, or the equipment. client/customer is responsible for any damage that may result from location of the equipment, including loss or damage resulting from client/customer's failure to make the equipment available and accessible for servicing. At a minimum, this shall include the cost of additional service attributable to client/customer's placement of the equipment. It is understood that the client/customer is responsible for providing adequate power and water supply to the site for operation. At no time shall the client/customer operate, alter, adjust, move or relocate the rented equipment after it has been dropped off for usage.

PAYMENT TERMS AND RESERVATION POLICY

A Non-refundable \$500.00 deposit is due upon receipt of this signed contract to secure the requested dates and location as consideration and acceptance of this rental agreement contract. The total rental payment, based on a rate of \$1,450.00 per day with applicable sales tax per location. The total invoice amount is due 72 hours before the equipment is to be delivered. Charges will be computed from the effective date of this rental agreement until the equipment is returned. If there is a need to cancel the rental it is

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required to be done two weeks prior to the date of the event, as such the Security deposit shall be returned, if the cancellation request is post two weeks to the event the security deposit shall become non-refundable as service was rendered to secure equipment. A credit may be available for future use pending a review of cancellation purpose. The full balance of order is due 3 business days prior to delivery. If order is to be charged on a credit or debit card, the balance due will be processed 3 business day prior to delivery.

SECURITY DEPOSIT

In addition to the advanced \$500 rental payment charge, the client/customer shall pay a security deposit of \$250.00 due at the time that this contract is signed. Any amounts refundable to the client/customer shall be paid at the time this rental period is terminated, subject to the option of the owner/operator to apply it against any damages. The security deposit shall not bear interest.

Any amounts refundable to the client/customer shall be paid at the time this rental period is terminated, subject to the option of the Lessor to apply it against rental charges and damages. The security deposit shall not bear interest.

REFUNDS

All sales are final, no refunds will be issued, Client/Customer acknowledges that there shall be **NO REFUNDS** for any reason at any time before or after the equipment has been rented, including due to venue cancelations or rescheduling, weather concerns, health reasons or third-party reasons or conflicts.

ACCEPTANCE OF EQUIPMENT

The client/customer shall inspect each item of equipment delivered pursuant to this contract. The client/customer shall immediately notify the owner/operator of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the client/customer fails to provide such notice before accepting delivery of the equipment, the client/customer will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule and is satisfied with the condition of the product rented.

RETURN OF EQUIPMENT

At the end of the rental period, the client/customer shall be obligated to return the equipment to Rockview Event Rentals in the same physical condition it was received in with reasonable wear and tear.

ASSIGNMENT

The client/customer shall not assign or sublet any interest in this contract or the equipment or permit the equipment to be used by anyone other than the client/customer('s) or employees, without owner/operator prior written consent.

CARE AND OPERATION OF EQUIPMENT

The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

OWNER/OPERATOR RIGHT OF INSPECTION

The owner/operator shall have the right to inspect the equipment during the client/customer's rental period. Client/Customer acknowledges it has the right to inspect the equipment before use for the purpose of determining it suitable for its needs and to confirm that it is in good working condition. Unless client/customer has promptly upon delivery of leased equipment given written notice to Rockview Event Rentals of any claimed defect in or other proper objection to the equipment, it shall be conclusively presumed, as between Rockview Event Rentals and client/customer, that client/customer has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that client/customer is satisfied with and has accepted the equipment in such good condition and repair. In the event client/customer gives written notice of a claimed defect, Rockview Event Rentals shall have the right on the giving of reasonable notice to enter the premises on which the equipment has been placed for the purpose of inspecting the equipment claimed to be in any way defective.

OWNERSHIP AND STATUS OF EQUIPMENT

Rockview Event Rentals shall always retain ownership of and title to the equipment. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The owner/operator shall be deemed to have always retained title to the equipment, unless the owner transfers the title by sale. The client/customer shall immediately advise the owner/operator regarding any notice of any claim, levy, lien, or legal process issued against the equipment, or in the event any individual or entity attempts to levy on or seize rented equipment to satisfy any obligation existing between client/customer and such individual or entity and shall indemnify Rockview Event Rentals against all loss or damage caused by such action(s).

RISK OF LOSS OR DAMAGE

The client/customer assumes all risks of loss or damage to the equipment from any cause and agrees to return it to Rockview Event Rentals the condition it was received with the exception of normal wear and tear, unless otherwise provided in this contract.

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INDEMNITY OF LESSOR FOR LOSS OR DAMAGES

Unless otherwise provided in this Lease, if the equipment is damaged or lost, the owner/operator shall have the option of requiring the client/customer to repair the equipment to a state of good working order or replace the equipment with like equipment in good repair, which equipment shall become the property of the owner/operator and subject to this contract. At no time shall the owner/operator be responsible for the repair of any damages or the replacement cost if lost or stolen, this shall be the sole responsibility of the client/customer. All equipment damaged beyond repair will be invoiced at replacement cost. Client/Customer is highly encouraged to obtain appropriate equipment, material, or installation insurance against such risk of loss and, together with its insurers, agrees to waive any right to subrogation against Rockview Event Rentals for such loss.

LIABILITY AND INDEMNITY

Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the client/customer, and the client/customer shall indemnify and hold the owner/operator harmless from and against all such liability and/or any other physical damage or monetary claim due to the rental of this equipment. Client/Customer shall defend, indemnify and hold harmless Rockview Event Rentals from any and all claims of third parties for loss, injury or damage to their persons or property arising out of client's/customer's possession, use, maintenance or return of the equipment, including legal costs incurred in defense of such claims.

TAXES AND FEES

During the term of this Lease, the client/customer shall pay all applicable taxes, assessments, and license and registration fees on the equipment as well as any other required costs associated with this rental.

DEFAULT

The occurrence of any of the following shall constitute a default under this contract: (A) The failure to make a required payment under this contract when due. (B) The violation of any other provision or requirement that is not corrected within 5 day(s) after written notice of the violation is given. (C) The subjection of any of client/customer's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

WAIVER/SEVERABILITY/WARRANTY DISCLAIMER

The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract. If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. It is understood that Rockview Event Rentals, being neither the manufacturer, supplier, nor dealer in the equipment, makes no warranties, express or implied, as to the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. Rockview Event Rentals further disclaims liability for loss, damage, or injury to client/customer or any third parties as a result of any defects, latent or otherwise, in the equipment. Rockview Event Rentals rents the equipment "as-is" and there are no refunds at any time.

AGREEMENT AND ACCEPTANCE

The client/customer shall be deemed to have agreed and accepted to these terms and conditions upon acknowledgment, signature, acceptance of this Rental Agreement Contact, or other conduct indicating agreement and acceptance. The client/customer hereby acknowledges and agrees that these terms and conditions shall apply to all sites and all orders placed by the client/customer at any time. This contract shall be construed in accordance with the laws of the State of California. These terms and conditions shall supersede any inconsistent terms contained in any purchase order or client/customer documents. Client/Customer certifies that the application, statements, trade references, and financial reports submitted to the owner/operator are true and correct and any material misrepresentation will constitute a default under this agreement. This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

CLIENT/CUSTOMER

Signature: _____ Dated: _____

Print: _____ Email: _____ Phone: () _____

ROCKVIEW EVENT RENTALS

By: _____ Dated: _____