**RENTAL AGREEMENT FOR TENT AND/OR RELATED ACCESSORIES**

THIS RENTAL AGREEMENT FOR TENT AND/OR RELATED ACCESSORIES (“Agreement”) is entered into by and between Aneal Khimani d/b/a Total Tent Rental (“Total Tent”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Renter").

WHEREAS, Total Tent is in the business of renting tents, chairs, tables, and related accessories to its customers for events;

WHEREAS, Renter desires to rent certain tent(s), chairs, tables, and/or related accessories pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective promises and covenants contained in this Agreement, Total Tent and Renter hereby agree as follows:

1. **Rental Date / Location**. Renter shall rent the items (“Rented Items”) described herein for an event (“Event”) during the following date or dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Rental Period”). The Event shall take place during the Rental Period at the following location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Location”).
2. **Rental.**
   1. *Rented Items.* The Renter agrees to rent the Rented Items from Total Tent for the duration of the Rental Period. The Rented Items are specifically described in Exhibit A to this Agreement.
   2. *Rental Fee.* In exchange for Renter having possession of the Rented Items during the Rental Period, Renter shall pay Total Tent the amounts described in Exhibit A of this Agreement. Renter agrees to provide valid credit card information to Total Tent upon the execution of this Agreement. Renter agrees that Total Tent may, without obtaining additional consent of Renter, charge this card for all fees due pursuant to this Agreement.
   3. *Delivery and Assembly.*
      1. Total Tent [shall / shall not] deliver the Rental Items to Renter. In the event Total Tent is delivering the Rental Items to Renter, the Rental Items shall be delivered to Renter on or before \_\_\_\_\_\_ a.m. / p.m. on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. An additional fee shall apply if Total Tent is delivering the Rental Items to Renter (described in Exhibit A to this Agreement).
      2. Total Tent [shall / shall not] assemble the following Rental Items:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

An additional fee shall apply if Total Tent is assembling any of the Rental Items (described in Exhibit A to this Agreement).

* 1. *Return of Rental Items.* Renter [shall / shall not] return the Rental Items to Renter.
     1. Renter Returning. In the event Renter is returning the Rental Items to Total Tent, the Rental Items shall be returned to Total Tent on or before \_\_\_\_\_\_ a.m. / p.m. on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.
     2. Total Tent Retrieving Rental Items. In the event Total Tent is picking up the Rental Items, Total Tent shall retrieve the Rental Items between the hours of \_\_\_\_\_\_ a.m. / p.m. and \_\_\_\_\_\_\_\_ a.m. / p.m., on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. An additional fee shall apply if Total Tent is retrieving any of the Rental Items (described in Exhibit A to this Agreement).

1. **Property.** By signing this Agreement, Renter is confirming that either (1) Renter is the owner or rightful possessor of the Location, or (2) Renter has obtained the written consent of the owner or rightful possessor of the Location to use the Rented Items during the Rental Period for the Event.
2. **Damage to Total Tent’s Property.** Renter shall be responsible for all damage (beyond normal wear and tear) to Total Tens Property that occurs while the Rental Items are in Renter’s possession.
3. **Property Damage.** Renter agrees that, unless due to the gross negligence and/or willful misconduct of Total Tent, Total Tent shall not be liable for any damage to the Location.
4. **Limitation of Total Tent’s Liability.** [Anything herein](https://www.lawinsider.com/clause/exculpatory-clause) to the contrary notwithstanding, the liability of Total Tent for negligence, failure to perform Agreement obligations or otherwise (excepting gross negligence and willful misconduct) under or in connection with this Agreement shall be limited to an amount equal to all amounts paid by Renter to Total Tent under this Agreement.
5. **Indemnification.** Renter agrees to indemnify and hold Total Tent, its officers, agents and employees, harmless from any liability, loss or damage they may suffer as a result of such claims, demands, costs or judgments against them, which are based in whole or in part on the acts or omissions of Renter.
6. **Sublease.** Renter acknowledges that the Rented Items are solely for Renter’s use. Renter shall not sublease any Rented Items without the express, written consent of Total Tent.
7. **General Provisions.**
   1. **Choice of Law**.  This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Georgia.
   2. **Choice of Forum and Attorneys’ Fees**.  Any claim or action arising in any way out of this Agreement must be brought in any court of competent jurisdiction sitting in Dekalb County, Georgia.  The Parties hereby submit to the jurisdiction and venue of said courts for these purposes and waive all defenses relating to said jurisdiction and venue.  In the event of any litigation or claim relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and expenses.
   3. **Entire Agreement**.  This Agreement is the final and entire agreement between the parties relating to their subject matter and supersedes any and all prior or contemporaneous discussions, statements, representations, warranties, correspondence, conditions, negotiations, understandings, promises and agreements, oral and written, with respect to such subject matter.
   4. **No Reliance.**  The parties each acknowledge that, in entering into this Agreement, they have not relied upon any statements, representations, warranties, correspondence, negotiations, conditions, understandings, promises and agreements, oral and written, not specifically set forth in this Agreement.  All of the parties represent that they are represented by legal counsel and have been fully advised as to the meaning and consequence of all of the terms and provisions of this Agreement.
   5. **Waiver; Modifications.**  No provision of this Agreement shall be waived unless in writing signed by the party effecting such waiver.  No waiver of the breach of any of the terms or provisions of this Agreement shall be a waiver of any preceding or succeeding breach of this Agreement or any other provisions of it.  No waiver of any default, express or implied, made by any party hereto shall be binding upon the party making such waiver in the event of a subsequent default.  This Agreement may only be modified or amended by a written agreement executed by each of the parties.
   6. **Notices**. Any notices permitted or required under the provisions of this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, postage prepaid or shall be sent by overnight courier service addressed as follows:

If to Total Tent: Aneal Khimani

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Such notice shall be effective upon receipt.  A party may change the address for notices by giving a notice of such change to the other party in the manner herein provided.

* 1. **Severability.**  In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining portions shall remain in full force. Because this Agreement is the product of negotiations between both parties, neither party may be considered the drafter of the Agreement and no ambiguity in any provision shall be construed against either party on account of that party being considered the drafter of that provision or of this Agreement.
  2. **Cooperation.**  Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.
  3. **Titles.**  Some Paragraphs of this Agreement have titles and some do not.  The fact that some Paragraphs hereof do not have titles shall have no significance.  The titles are included for ease of reference only, and shall not be used to construe the meaning of this Agreement.
  4. **Counterparts.**  This Agreement may be executed in multiple counterparts.
  5. **Time is of the Essence.** Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their personal capacity or through their duly authorized representatives on the respective dates set forth below.

TOTAL TENT: RENTER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Aneal Khimani (signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name printed)

**EXHIBIT A**

**RENTED ITEMS / FEE / DELIVERY / ASSEMBLY / RETURN**

***Rented Items:***

Renter agrees to rent the following items and/or packages from Total Tent:

Packages (initial next to selections):

* \_\_\_\_\_ Basic
* \_\_\_\_\_ Medium
* \_\_\_\_\_ Bigger

Individual Items:

* \_\_\_\_\_ Chairs - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_ Tables - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_ Miscellaneous - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Additional Fee for Delivery (if applicable):***

***Additional Fee for Assembly (if applicable):***

***Additional Fee for Return (if applicable):***

***Rental Fee (includes charges for delivery, assembly, and return, if applicable):***

The total costs to rent the above listed items on the date and time requested in the Agreement is:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Rental Fee shall be paid as follows:

50% of the Rental Fee shall be paid upon execution of this Agreement (the “Reservation Fee”). The remaining balance shall be paid at least twenty-four hours prior to the Event. The Reservation Fee is non-refundable.

Renter agrees to have the Rental Fee charged to the following credit card:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name on card)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address on card)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (card number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (expiration date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(security code)

If Renter notifies Total Tent at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days/weeks/months prior to the Event that the Event has been canceled, or that Renter no longer needs to rent the Rented Items, any of the Rental Fee that is above and beyond the amount of the Reservation Fee and was paid to Total Tent by Renter shall be fully refunded.

If Renter notifies Total Tent less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days/weeks/months prior to the Event hat the Event has been canceled, or that Renter no longer needs to rent the Rented Items, Total Tent shall be entitled to retain all amounts paid by Renter to Total Tent to rent the Rented Items.

In case of a Renter emergency, Total Tent, at its sole discretion shall make reasonable efforts to reschedule the event. Nothing contained herein shall be construed to required Total Tent to reschedule an Event or to refund any amounts to Renter beyond those amounts expressly required to be refund per the Rental Agreement and this Exhibit.

The Parties acknowledge that this Exhibit does not include taxes that my be required to be paid for the rented items and services (sales and use tax, etc.). Said taxes are likely to increase the total owed by Renter and shall appear on the final invoice.

TOTAL TENT: RENTER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Aneal Khimani (signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name printed)