

WILL-CALL CUSTOMERS: PICKING UP AND RETURNING EQUIPMENT:

LOADING AND TRANSPORTING: you agree that you are solely responsible for the loading, securing and transportation of any equipment in or on your vehicle. You assume sole responsibility for any and all damages, injury or liability that may result to the equipment, any person including yourself or others, or vehicle that may result from the loading and transportation of the equipment. You are solely responsible for securing the equipment before and during transportation and agree to hold us harmless and indemnify us from any claims resulting from the loading securing or transportation. You represent that liability insurance as required by state law will be maintained on any vehicle used in transportation. If we are assisting you in loading and unloading your vehicle upon request by you, we are not responsible for any damage that is incurred by our employees to your vehicle.

WILL- CALL CUSTOMERS: RETURN OF EQUIPMENT: you agree to return the rented equipment and items by the agreed return date in the same condition as when the equipment was received, ordinary wear and tear expected. You shall be liable for all damages to or loss of the equipment and liability incurred prior to return. THERE IS NO LOCATION TO LEAVE ITEMS AFTER HOURS

WILL CALL CUSTOMERS: SECURITY DEPOSIT: for security against missing and damaged items, and unpaid rental charges, a security deposit will be required at True Value Rental's discretion. The security deposit will be returned after we have verified that all goods have been returned in good condition and any adjustments have been made for lost or damaged equipment and rental charges due. The rented items are accepted as in great condition and all adjustments will be made on this basis. A detailed invoice of all rental charges will be provided to you after the event and any charges left unpaid will be billed to you or deducted from the security deposit and /or billed to your credit card.

LINENS: You agree to return all linens in containers in which they were delivered/picked up. Linens need to be dry and debris free. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG – MILDEW WILL RESULT.** If there is obvious damage to linens, such as mildew, wax, burns, tears, cuts, or excessive stains, you agree to pay the full replacement cost.

CANCELLATIONS: Cancellation fees will be a minimum of 50% of the contract total. Acts of God and extenuating circumstances will be evaluated case by case.

DELIVERY AND PICKUP: If you have paid for delivery and pickup, delivery and pickup shall be at our convenience. There is an additional charge for set-up and take-down of rental equipment. You grant us (our agents and employees) the right to enter your premises for the sole purpose of delivery, installation and pickup of our rented equipment and goods. Chairs and tables will be delivered stacked. If installation services have not been paid for, the items must be stacked by you for our pickup. If items are not ready for pickup as they were dropped off, an additional fee will be charged by TVR for the service to breakdown. Items used in the packing and transporting of rental equipment, such as crates, racks, boxes, cartons, dollies, carts, straps and the like remain our property during your use and must be returned with the equipment. For the catering equipment: rinse free of food and repack dinnerware, (flatware, glassware, china and serving pieces) and return them in the boxes or containers in which they were delivered. A breakdown deposit may be added to the contract at the discretion of TVR and refunded after items are assessed at pickup.

PROTECT EQUIPMENT AND OTHER ITEMS FROM THE ELEMENTS DURING THE TIME OF DELIVERY, USE, STORAGE, AND WAITING PERIOD BEFORE PICKUP.

REPAIR OR REPLACEMENT: You agree to pay for any damage or loss of the goods while in your possession regardless of cause, reasonable wear and tear excepted.

EQUIPMENT FAILURE: if at any time the rented equipment malfunctions or becomes unsafe or in a state of disrepair, you agree to immediately discontinue the use and notify us (within one hour or less). Failure to notify us in a timely manner will result in your being charged for all time out. We agree, at our discretion, to: repair the equipment within a reasonable time, or provide you with like equipment if available, or make like equipment available to you at another time, (if acceptable to you) or adjust the rental charge. This provision does not relieve you of your other obligations under this rental contract. We make no warranty against interference merchantability or fitness for any particular purpose. There is no warranty or representation that the rented item is fit for your particular intended use, or that it is free from latent defects. There are no warranties which extend beyond the face of this agreement. We will not be responsible to you or to any third party for any loss, damage, or injury resulting from the use of, or any failure of, the rented item. We will not be responsible for any defect unknown to us.

PLEASE CONTACT US IMMEDIATELY IF THERE IS EQUIPMENT FAILURE: 504-443-2825

IF AFTER HOURS, CALL OUR OFFICE AND LEAVE A MESSAGE; VOICEMAIL IS MONITORED AND WE WILL RETURN YOUR CALL IN A TIMELY MANNER

Rental firm not manufacturer: you acknowledge that we are neither the manufacturer nor agent to the manufacturer.

Folding chairs: our folding chairs are not recommended for guests exceeding 250 pounds. Please ask us about other rental options.

HOLD HARMLESS AND INDEMNITY: You assume all risks inherent in the operation and use of the rented items by you and anyone else. You agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold us harmless from and release us from, any and all claims for damage to property or bodily injury (including death), or for loss of time or inconvenience resulting from the use, operation or your possession of the rental items, irrespective of any cause claimed or found other than our gross negligence.

ASSUMPTION OF RISK, RELEASE OF LIABILITY: you are fully aware and acknowledge that there is a risk of injury or damage arising out of the use or operation of the equipment and voluntarily elect or enter into this rental contract and assume all of the risks of injury or damage. You agree to release and discharge us from any and all responsibility from such injury or property damage arising out of the use and or operation of the equipment during the rental period. You further agree to waive, release and discharge any and all claims for injury or damage against us which you may be otherwise entitled to assert.

NOTICE: failure, refusal, or neglect to return the rental property after the rental period has expired, or the presenting of false, fictitious, or misleading identification to us may permissibly be inferred as an intention to fraudulently convert the rental equipment. You will be responsible for all legal fees associated with non return of rental equipment.