

# **Customer Information Form**

## **Contact Information**

<b>Customer Name:</b>				Cell:				
Company Name:								
Billing Address:								
	Event Information							
Event Type:								
Event Location:								
Delivery/Pick Up Date(s):				Return Date(s):				
Rented Equipment:		Quantity:	Unit Price:	Rented Equipment	<u>.                                    </u>	Quantity:	Unit Price:	
Special Instructions a	nd/or Notes:							



### RENTAL AGREEMENT

#### **Terms & Conditions**

**RENTAL AGREEMENT**. These are the terms and conditions (hereof referred to as "T&C") of the AGREEMENT between Pinnacle Linens, LLC, (hereof referred to as "Supplier") and the Customer named on page one of the AGREEMENT (hereof referred to as "Customer"), which applies to all of the Equipment listed on page one of the AGREEMENT ("Page 1") that Customer rents from Supplier. In the event of conflict, the terms and conditions specified by this agreement shall prevail.

#### **TERMS**

- 1. **EQUIPMENT.** All equipment offered and supplied by Supplier.
- 2. **DELIVERY DATE/PICK UP**. Date of delivery or date of pick up Supplier and Customer agreed on upon contracting. Any changes to the delivery/pick up date must be approved by both parties.
- 3. **RETURN DATE.** Date when Supplier is scheduled to pick up Equipment and/or Special Equipment from Customer or date when Customer is scheduled to return Equipment and/or Special Equipment to Supplier.

RETURN DATE. Date when Supplier is scheduled to pick up Equipment from Customer or date when Customer is scheduled to return Equipment to Supplier.

**RESERVATIONS, ORDER SUBMISSION, & FEES.** Customer may reserve Equipment within a minimum of two (2) business days prior to the Delivery/Pick Up Date, and within a minimum of two weeks (14 days) prior to the Delivery/Pick Up Date for specialty Equipment. Specialty Equipment are those not readily available at the warehouse and must be purchased and/or made in-house. Orders received during Supplier's business hours will be processed that day, and orders received after Supplier's business hours will be processed the next business day.

One-time-rentals with no upfront payment are subjected to a reservation fee. Reservation fees are NON-REFUNDABLE and are 20% of the amount invoiced. Any reservation fee charged will be credited to the amount invoiced.

**RENTAL RATES. ALL RENTAL RATES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.** Customer agrees to be locked in at the rate agreed upon on the date this AGREEMENT was signed.

CANCELLATION PENALTIES. Orders cancelled 24 hours BEFORE the Delivery/Pick Up Date will not be subjected to any additional fees. Any orders cancelled LESS THAN 24 hours before the Delivery/Pick Up Date will NOT BE REFUNDED (if prepaid) or will be CHARGED TO THE CREDIT CARD ON FILE FOR THE FULL AMOUNT INVOICED (if not prepaid). Orders cancelled when the equipment is already out for delivery or has been delivered/picked up will NOT BE REFUNDED (if prepaid) or will be CHARGED TO THE CREDIT CARD ON FILE FOR THE FULL AMOUNT INVOICED (if not prepaid). Any reservation fees paid will NOT BE REFUNDED.

REFUNDS FOR UNUSED EQUIPMENT. All equipment are charged for the time out, not for use; therefore, no refund will be issued for unused equipment.

**DELIVERIES & FEES.** Customer may opt to pick up their order from the shop, otherwise Supplier will deliver on the date listed under the "Delivery Date" section of the AGREEMENT, and Supplier will pick up the Equipment from Customer on the date listed under "RETURN DATE" section of the AGREEMENT.

Supplier charges a thirty-five dollar (\$35.00) DELIVERY & PICK UP Fee within the greater DC Metropolitan area for reservations received at least two (2) days before the Delivery Date. Supplier charges a seventy dollar (\$70.00) RUSH DELIVERY AND PICK UP Fee for reservations received less than forty-eight (48) hours before the Delivery Date. Areas extending the 495 Beltway may be subjected to higher DELIVERY & PICK UP charges.

**CUSTOMER RESPONSIBILITY. CUSTOMER ASSUMES ALL RISK OF LOSS**. Once the Equipment is delivered, Customer is responsible for ensuring the condition of the equipment. In other words, Customer is responsible for maintaining the good and working condition of the equipment rented. All equipment will be inspected at the warehouse before delivery and on site during pick-up/customer drop off.

**EQUIPMENT TEST.** The equipment rented is in good and working condition; therefore, all equipment are expected to be returned in the same good and working condition with reasonable wear and tear. Customer may examine the equipment to determine its quality/condition before signing the invoice.

**REPLACEMENT OF MALFUNCTIONING OR DAMAGED EQUIPMENT**. If Customer finds the equipment unsafe or in disrepair before use, Customer agrees to notify Supplier immediately. Supplier will replace the equipment with similar equipment in good working condition, if available. Supplier is not responsible for any incidental or consequential damages caused by delay or otherwise.

**LOADING AND UNLOADING OF EQUIPMENT.** If Customer or Customer's employees assist in the loading and/or unloading of the equipment, Customer agrees to assume all risk of, and hold Supplier harmless for, any property damage and personal injuries, including damage or injuries attributed to the negligence of Customer and its employees.

**HOLD HARMLESS.** Customer agrees to assume all risk, and hold Supplier harmless for, property damage and personal injuries caused by the equipment and/or arising from Customer's negligence. Customer shall indemnify and hold Supplier harmless of any claim of third party's loss, injury, and damage to their person and property arising out of Customer's possession, use, maintenance, or return of equipment, including legal cost incurred in defense of such claims.

PROHIBITED USES. Use of equipment in the following circumstances is prohibited and constitute a breach of contract:

- (a) Use for illegal purpose or in an illegal manner.
- (b) Improper, unintended, or misuse.
- (c) Use by anyone other than Customer without Supplier's written permission.
- (d) Use at any location other than the address listed in the "Event Location" section of the AGREEMENT without Supplier's written permission.

**ASSIGNMENT, SUBLEASES, AND LOANING OF EQUIPMENT**. Supplier may assign under this AGREEMENT without Customer's consent, but will remain bound to all obligations herein. Customer may not sublease or loan Equipment without Supplier's written permission. Any purported assignment by the Customer is null and void.

**ACCIDENT NOTIFICATION.** Customer will immediately notify Supplier in the event of any accident regarding the equipment.

**EQUIPMENT RETURN.** At the termination of this AGREEMENT, Customer shall return all rented equipment to Supplier, in the condition and repair as when delivered to Customer, subjected only to reasonable wear and tear. Customer is responsible for having the equipment ready for pick up on the day specified on this AGREEMENT (i.e. Return Date). Supplier will pick up the equipment no later than 4:00 PM Eastern Standard Time (EST). If Customer decides to pick up and return the equipment on their own, all equipment must be returned to the office no later than 4:00 PM EST on the Return Date specified above. Customer shall be responsible for all losses or damages to the equipment from the time of delivery to Customer until the equipment is picked up by Supplier.

**LATE EQUIPMENT RETURN CHARGES.** Late equipment returns are subject to additional charges. The full amount invoiced will be charged every 48 hours until equipment is returned. Any missing equipment at the time of return will be considered lost and Customer will be responsible for replacing the equipment (see "Missing Equipment" below).

MISSING EQUIPMENT. Upon delivery, Customer is responsible for safeguarding the equipment and will be held liable for any lost or stolen equipment in their possession during the rental period. Customer will have two (2) additional business days after the Return Date to return any missing items. If Customer fails to return the missing equipment, they must:

• Pay the full cost of the equipment - The full cost of the equipment will be calculated using the current market price of the damaged equipment multiplied by the quantity of equipment missing, plus any delivery charges and/or taxes. Customer must pay within five (5) business days after receiving an invoice for missing equipment.

**DAMAGES.** Upon delivery, Customer is responsible for maintaining the condition of the equipment and will be held liable for any damages incurred during the rental period. Supplier reserves the right to determine the extent of any damages to the equipment and will contact Customer within two (2) business days if any damage to the equipment is determined. Customer will be provided reasonable time to inspect the damages if they choose to do so; however, Supplier will be the final determinant if the equipment need to be replaced or repaired. If any damage is determined, Customer must either:

Pay the full cost of the equipment - The full cost of the equipment will be calculated using the current market price of the damaged equipment
multiplied by the quantity of equipment damaged. Customer must pay within five (5) business days after receiving an invoice for damaged
equipment.

**THEFT.** Supplier, at its own discretion, may report as stolen all personal property not returned within a reasonable time after the Return Date (e.g. ten (10) days after receiving an invoice for missing equipment) or if conditions and circumstances indicate theft before that time.

**PAYMENT TERMS & UNPAID INVOICES.** Supplier accepts the following forms of payment: Personal Checks, Business Checks, Cash, and Major Credit Cards. All checks are to be made out to Pinnacle Linens, LLC. Invoice payment can be made after reserving the equipment. Otherwise, full payment is due on the Delivery/Pick Up Date of the AGREEMENT.

**REPOSSESSION**. Upon failure to pay the amount invoiced or other breach of contract, Supplier may terminate this AGREEMENT and take possession of and remove equipment from its current location; this AGREEMENT being an expressed license to enter anyone's property to the same extent as the Customer. Supplier and its agents shall not be liable for any claims for damages or trespass arising from out of the removal of the equipment.

**COLLECTION COST.** Customer agrees to pay reasonable collection cost, attorney's and court fees, and other expenses involved in the collection of charges or enforcement of contract terms and conditions.

serve basis and require a completed rental application before orders can be processed. Quotes and proposals do not equate to a contract and do guarantee equipment will still be available on the desired date of delivery.								
Pinnacle Linens, LLC reserve the right to amend any part of the T&C at all times.								
CUSTOMER'S SIGNATURE:								
CUSTOMER'S PRINTED NAME:	DATE:							

ALL EQUIPMENT RENTALS REQUIRE A CREDIT CARD ON FILE. This is to be submitted when the T&C is signed. Reservations are based on a first come first