

Rental Terms & Conditions

- Effective April 15th, 2024, all orders must meet a \$200 minimum to be eligible for delivery; then, all appropriate fees will be applied to your order.
- Our nonrefundable Damage Waiver is optional. The Damage Waiver is not insurance. You are
 responsible for any loss of or damage to the rented equipment and items ("Equipment") and for
 their return in the same condition in which they were received, except for ordinary wear and
 tear. You agree to immediately notify Us of any accident and promptly submit any applicable
 police reports. If you have insurance, the Damage Waiver becomes secondary, and you agree to
 exercise all rights available to you under your insurance coverage and assign all claims and
 proceeds from Your insurance coverage to Us. If you would like to decline the Damage Waiver,
 please provide a COI listing Durants Party Rentals as the additional insured. The Damage Waiver
 does not cover the following situations: 1. Reckless, careless, or abusive operation of the
 equipment. 2. Loss or damage caused by dishonesty of Your employees or wrongful conversion
 by any person whom You allow to possess the equipment.
- Replacement costs will be charged for missing rental items, including attachments and/or parts. Customers will be charged when Durants Party Rentals receives the remaining rental order. The replacement cost would be refunded within two weeks with the return of the missing items. All broken items must be returned for the damage waiver to be in effect. Damage Waiver Fee is nonrefundable.
- With his/her signature, the Lessee agrees he/she has personally inspected the rented property and found it to be in good working and unbroken condition upon receipt.
- Please note that it is the customer's responsibility to understand how to operate any rented equipment, and equipment failure due to customer error is <u>not</u> a basis for discounts, credits, or refunds.
- Once rented items are delivered/installed or accepted by customer, no refunds will be given.
- Changes to your rental order can be made without penalty up to 7 days prior to your scheduled event date.
- Orders canceled less than three days before the scheduled <u>delivery</u> date are subject to the total rental amount.

- For rescheduled events, we will attempt to transfer the order and deposit to the new date without any fees as long as the items are available and the new date is within the same calendar year. We will only move your date one time. This is strictly at the discretion of Durants Party Rentals.
- Deposit: No equipment will be placed on hold without a 25% nonrefundable deposit or, under special circumstances, a signed agreement.
- Durants Party Rentals will not be accepting rain options in June. All other months can be booked on a first-come, first-served basis with a 50% nonrefundable deposit. Cancellations of a rain option tent without forfeiture of the full tent price must be made 48 hours prior to your scheduled delivery date. After said day, payment is due in full.
- Floor plans for tents, dance floors, and inflatable placements must be provided to Durants seven days before the event to ensure proper placement. Durants Party Rentals will install in the most suitable area if customers do not provide floor plans.
- If Durants Party Rentals sets up a tent, dance floor, stage, etc., and it needs to be relocated or moved for any reason, an additional labor charge will be assessed and billed to the credit card on file.
- Please be advised that dance floors and inflatables may cause slight discoloration and/or damage to the grass underneath. Durants Party Rentals is not responsible for any damage to the grass. We advise you cut your grass 1-2 days before delivery.
- In no event will Durants Party Rentals be liable to the customer or any third party for incidental, special, indirect, or consequential damages (including loss of profits or income, loss of use, personal property damage such as driveways, grass or any other outside fixtures, or personal injury).
- Durants Party Rentals is not responsible for damages to any underground installation. Areas with underground utilities should be clearly marked before installation, and a site plan should be provided.
- Loading and unloading of equipment: If Durants Party Rentals' employees assist in loading or unloading the equipment, Lessee agrees to assume the risk of and hold Durants Party Rentals harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of Durants Party Rentals and/or its employees.
- Delivery and pickup schedules are done in advance by region and are at the discretion of Durants Party Rentals. Orders are typically delivered 1-3 days before your event, while pickups occur 1-3 days after your event. If specific times or days are required, it will result in additional charges if we can accommodate the request. We do not provide delivery or pickup time frames unless you have prearranged that prior to delivery and have been charged additionally for it. (Due to unforeseen circumstances, the product may be on-site longer than three days. We will communicate any delays with the customer.)

- All delivery fees are based on tailgate delivery and are charged by geographic location. Additional delivery charges will occur if the location is a 2nd floor or higher if trucks are unable to access the installation location via a driveway, if there is excessive distance for loading and unloading trucks, and after-hours delivery and pickups. Delivery and labor fees quoted may change after site inspection. All items will be delivered and picked up at a designated location.
- If orders are declined upon delivery due to the client refusing a particular delivery day, another delivery fee will be applied, assuming the order can be rescheduled. If the order is declined upon delivery due to a cancellation, full payment will be forfeited.
- The client understands that tents are temporary structures designed to provide limited protection against weather conditions.
- Durants Party Rentals is not responsible for filling or patching holes left by tent stakes in asphalt or concrete unless other arrangements and fees have been agreed upon.
- Durants Party Rentals shall not be liable for and shall be held harmless from injuries or damages caused to persons or things falling over or coming in contact with ropes, stakes or other tent supports.
- Durants Party Rentals will assume full responsibility for damage caused to its equipment by rain, hail, storm, high winds, fire caused by lightning or other disturbances of nature, providing such damage is reported by Lessee immediately after its occurrence. Notwithstanding any statement to the contrary in this contract, it is agreed that from September 1st through May 31st, damage to tents caused by snow or sleet shall be the sole responsibility of the Lessee who must provide adequate personnel to prevent the tents from accumulating damaging snow loads.
- Any areas Durants Party Rentals will be installing a tent on must be cleared of anything that
 might prevent the crew from erecting the tent. If Durants Party Rentals must wait or remove
 any equipment before erecting or dismantling the tent, a labor charge will be added to the
 contract and charged to the card on file. Durants Party Rentals will not be held liable for any
 damage to personal property if a Durants Party Rentals employee must move items. The client
 will be charged for any time Durants Party Rentals employees must wait due to improper
 instruction given by the Lessee.