**SOUTHWEST HOSPITALITY PARTY RENTALS TERMS & CONDITIONS**

1. **RENTAL RATES. Rental rates are based on time of use agreed upon between both parties.** Rates generally are based on a “three-day period”, assuming delivery/store pick up is 1 day prior to event and return is 1 day after event, with the exception of weekend in-store returns. In which returns are to be made that following Monday. Weekend in-store returns and pickups must be arranged in advance, please consult your Southwest Hospitality Event Specialist. **Southwest Hospitality Party Rentals reserves the right to provide substitutions of equal or greater value in the event that reserved items become unavailable.**
2. **SECURITY DEPOSIT.** Customer shall pay a 25% deposit (50% on all Tent Orders) in order to confirm and reserve your equipment. 25% serves as a down payment towards the final bill. Your deposit is our commitment to you that the items you requested will be available for the date of your event. Down payments must be confirmed, at latest, 10 days prior to your event and paid in full 24 hours prior to delivery. Unless “Upon-Delivery” arrangement, or other arrangement, has been made and agreed upon by both parties in advance.
3. **REFUND POLICY.** All charges are for equipment time out, whether used or not, and will NOT be refunded. **Southwest Hospitality will not make a refund for any items out over 30 minutes from Delivery or Store pickup.** If equipment/item is not to be in working order, Southwest Hospitality Party Rentals must be notified immediately for any kind of exchange or refund. **Drivers cannot issue refunds.**
4. **SET UP FEES. A 20% Set up fee will be charged for any items requiring set up/break down upon any deliveries. Tents, Stages and Dance Floors are included in delivery, and have no setup fees.**
5. **RECEIPT/INSPECTION.** Customer acknowledges that he has the opportunity to personally inspect all equipment upon receipt of rental items and verifies **property quantity is correct and is in good, serviceable condition.** If Customer, or a representative, is made unavailable upon delivery, Customer accepts rental items as is, as if inspected, and accepts full responsibility of equipment. Customer further acknowledges responsibility to inspect the equipment prior to its use and to notify Southwest Hospitality Party Rentals of any defects.
6. **DELIVERIES/CUSTOMER PICKUPS.** We are a “Curbside delivery” Company. Delivery is directly off-the-truck to a ground level location on a flat, hard surface. SWH Party Rentals will stack items neatly and securely with reasonable access, all equipment must be ready in the same manner upon pickup. Customer may pick up items from our showroom during regular business hours.

**For more information, view our Delivery/Pickup Guidelines Document.**

1. **WARRANTIES**. **The parties agree that Southwest Hospitality is NOT the manufacturer of said property, not the agent of the manufacturer, and** no warranty against patent or latent defects in material workmanship or capacity is given, and customer expressly waives all such warranties of fitness which may be accorded by law or otherwise.
2. **EQUIPMENT MALFUNCTION. In the event that the rental property becomes unsafe or in a state of disrepair, customer agrees to immediately discontinue its use and notify Southwest Hospitality. Customer will not attempt to fix or tamper with equipment. If the condition is NOT the fault of the customer, Southwest Hospitality shall attempt to replace it with property of equal or greater value**
3. **EQUIPMENT CARE.** We expect equipment to be returned clean. General use causing small amounts of dirt or dust is to be expected and will not be charged. However, **to AVOID additional cleaning fees**, we do ask that equipment is wiped free of any excessive dirt/mud, spills, tape/ adhesive products, sticky residue, ink/graffiti, food/gum and any other foreign substances.
4. **TIME OF RETURN. At the termination of this agreement, the customer will promptly return the rented property, and all its parts & attachments, to Southwest Hospitality’s place of business or have arranged and paid for Southwest Hospitality to pickup said property. It is to be in the same condition as it was received, ordinary wear & tear excepted. Items returned damaged causing them to be Unsafe, Unsightly or Unusable for future rentals will be charged at full replacement value. Should collection become necessary to collect damage and/or loss, Customer agrees to pay all collection charges, including reasonable attorney’s fees and court costs.**
5. **LATE RETURNS. Customer will not retain the rental property beyond the due date/time without prior notice to & consent of Southwest Hospitality. At Southwest Hospitality’s sole discretion, all charges may revert to the daily rate if items are not returned on agreed upon time. Southwest Hospitality may at sole discretion report the rental property stolen if held 24 hours beyond due date/time with no Approved consent.**
6. **IDEMNIFICATION AND LIABILITY.**Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney’s fees and expenses of litigation) for any property damage or personal injury arising from Renter’s use of Equipment by any cause, except to the extent caused by Owner’s gross negligence or willful misconduct. **Customer will also give Southwest Hospitality Party Rentals immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure and indemnify Southwest Hospitality Party Rentals against all loss and damages caused by such action, including Southwest Hospitality Party Rentals attorney’s fees and expenses.**

**PLEASE NOTE: Although we try to be as accurate as possible, the customer is responsible for the final review of an order. To avoid any complications, please review your order carefully noting items such as delivery & billing address, contact information, delivery times, and items ordered.**

Equipment shall be returned in accordance to these Terms and Conditions. Customer is solely responsible for any additional charges or fees incurred as a result of failure to meet these terms.

**I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.**

 **Customer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**