

TERMS AND CONDITIONS

- **Reserving Equipment:**
Quotes and proposals do not guarantee the availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract, and a 25% non-refundable deposit (cash or check).

- **Final Payment:**
We will contact you a week prior to the event to confirm final count of the order, to confirm all delivery details and instructions, and receive full payment. Orders are complete at the time of confirmation. Changes to confirmed orders will be accepted up until noon the day prior to your scheduled delivery or pickup. Any changes after this deadline will not be accepted without additional charges. No orders will be scheduled for delivery until full payment is received.

- **Cancellation Charge:**
There will be a 50% cancellation charge if the order is cancelled after confirmation but before the delivery or pick-up. Cancellations on the date of delivery or pick-up will result in a 100% charge.

- **Delivery/ Pick-up Service:**
Delivery and pick-up service is available on all orders regardless of size. Additional fees may apply depending on size of order. There will also be extra charges if delivery is to a 2nd floor or higher location, excessive distance for loading and unloading trucks, and specific delivery and pick-up times. All items are to be delivered and picked up at a designed location. The client should be available to count all items upon delivery and pick-up. Otherwise, the counts will be considered accurate.

Orders are typically delivered 1-2 prior to event, while pick-ups occur the day following the event. You may request morning (9-1) or afternoon (1-5) delivery or pickup service; the time frames are strictly preferences and are not guaranteed. To guarantee delivery or pick-up at a specific time or within a 2-hour frame, additional fees will be applied.

- **Same Day Delivery:**
The charge for a same day delivery is double your regular rate delivery charge.

- **Site Preparation:**
Please be sure your site is ready (i.e. lawns mowed, vehicles out of the way, etc.) before crew arrives. Client must notify McDaniel Rentals of the existence of any underground utilities or conditions that may interfere with the ability to stake and/or anchor equipment. All underground utilities and irrigation systems must be clearly marked before equipment is installed. Client

assumes all responsibility for any damage to underground equipment in absence of such notice.

- **Weather:**

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain. There may be instances where strong winds and storms come up and may damage or blow the tent over. Evacuation is recommended if any severe weather threatens the area where tent is located. People must evacuate and not seek shelter in tents during these conditions.

It may be difficult when to determine if weather is severe or not. So it is best to be cautious and when in doubt, evacuate. If client is in need of assistance during these times emergency contact is (704) 202-7677.

- **Cleanup/Preparation For Pickup Or Return:**

All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be broken down and stacked as delivered.

- **Additional Charges:**

1. Changes are made to the order after noon the day prior to the delivery or pick-up.
2. The site is not ready or accessible when the crew arrives.
3. The rented equipment is not ready for prearranged pick-up.
4. Delivery or pick-up is too far from any location other than ground level (upstairs or downstairs).
5. All chairs and tables are not stacked and linens are not packed up as delivered.
6. If employees are needed to stay for whole event.

Equipment Rental Agreement/Contract

The length of the rental period is 72 hours. Late fees of 10% of the rental fee will be assessed against any items, which are not returned on time. Replacement fees at the cost of replacement of rented items will be assessed for any equipment lost or damaged beyond repair. 25% of the total will be due a month before event.

DISCLAIMER OF WARRANTIES:

Renter makes no warranties, expressed or implied, as to the equipment merchantability or fitness for any particular purpose. Renter's sole remedy for any failure of or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the rental equipment is returned to the Renter within 24 hours after such failure. Renter shall not be responsible for any loss, damage, or injury to Client or Client's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment. Be sure all equipment is returned according to the TERMS AND CONDITIONS. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court costs or any expense involved in the collection of rental charges will be Client's responsibility.

Christopher McDaniel
114 Chasse Ct.
Cleveland NC, 27013
(704) 202-7677

By signing this you have read the terms and conditions and agree to its entirety. Sign and date below.

Client Signature: _____ **Date:** _____