



POUR IT UP
EQUIPMENT
Rental Contract

Client Information

Client Name: _____

Address: _____

Phone: _____ Email: _____

Event Information

Event date: _____

Event Location & Address: _____

Rental Pick Up (Date & Time): _____

Rental Return (Date & Time): _____ Type of Event: _____

Indoor/Outdoor: _____ # Of Guests: _____

Items Being Rented

<i>Item</i>	<i>Qty.</i>	<i>Item #</i>	<i>Price</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Deposit: _____ Delivery: _____ Total: _____

Agreement/Jurisdiction:

The person(s) whose signature(s) appear on this contract, known as "Renter" "Client" "You" or "Your", agree that (POUR IT UP) Name known as "Provider", "We" or "Our" shall provide event rental services at clients specified event, time and location. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. Client assumes responsibility for all collection costs and legal fees incurred should enforcement of this contract is broken. The Parties agree that this Agreement shall be governed by TEXAS law.

Booking:

In order to book your event a \$75 non- refundable deposit and a signed rental contract is required.

Payments and Cancellation Policy:

A non refundable \$75 deposit is due at the time of booking; this payment is non-refundable and must be paid in order to secure your items for your event day. Remaining amount needs to be paid three days before the event day, unless otherwise agreed upon. If not paid in full by the event day, Payment can be made via cash before set up. The Owner may terminate this agreement immediately upon the failure of Renter to make rental payments when due.

Liability:

POUR IT UP promises a high quality service, but is not liable for unforeseen circumstances, including but not limited to inclement weather, government restrictions, transportation problems, illness, accidents, labor disputes or strikes, Acts of God, and other causes beyond reasonable control. A delay in transit shall not constitute grounds for a discount or refund. We will do our best to be flexible with providing alternatives where such a situation arises. POUR IT UP is not responsible for damage or loss. POUR IT UP does not supply any alcohol and is not responsible for any damage or injuries due to alcohol that is provided by the client.

Equipment:

All rented equipment are the property of POUR IT UP and must remain onsite at the setup space. The Client is responsible for all losses due to theft, vandalism, misuse or damage of equipment caused by the Client or their guests. In the event the equipment is damaged, misplaced, stolen, the Client agrees to be billed for the repair or replacement cost of the item(s).

Travel:

A delivery/pick up fee will be charged as follows: \$50.00
Please note the rate is for round trip.

Miscellaneous Fees:

Pickup fee after 9:00 pm: \$40.00

Rental Duration:

This Agreement begins at stated time and date on the beginning of this agreement and will remain in full force and effect until the Equipment is returned to the Owner, it is agreed that the Renter will return the Equipment on the above stated date and time unless the Agreement is terminated earlier.

Late Returns:

If the equipment is returned to the Owner after the date and time that the rental period ends, the Renter agrees to pay the Owner a charge of \$ 75 per each hour beyond the end of the rental period, until the Equipment is returned. The Owner is also allowed to subtract these charges from the security deposit (if applicable).

Equipment Care:

It is agreed that the Equipment must only be used in a proper and careful manner consistent with the Owner's instruction and/or as the Equipment was originally designed. Normal wear and tear is to be expected.

Legal Fees:

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys fees, collection fees and the like.

Equipment/Decor Delivery:

The equipment shall be delivered to Renter and picked up by POUR IT UP at the above stated date and time, unless otherwise agreed upon. POUR IT UP will inspect equipment before returning to insure there is no damage. All damage costs will be billed to client.

Indemnifies:

Renter indemnifies and holds Owner harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

100% (one hundred percent) of the payments paid are forfeited if this rental agreement is broken, cancelled or terminated prior to and including the noted event date.

I have read, understand and agree to the terms and conditions of this Agreement.

Each person signing as Renter below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Renter

Date

POUR IT UP

Date