



RENTAL CONTRACT

UNCONFIRMED

Contract Number: R049166

Revision Date: 8/10/2022 5:21 pm

PROP RENTALS

Shag Carpet Productions, Inc.
3184 Quebec Street
Dallas, TX 75247

Delivery Date: Friday, September 30, 2022
Time To Be Determined

Phone: 214-742-5252
shagcarpet.com

Pickup Date: Monday, October 3, 2022
Time To Be Determined

Customer Information:

Delivery Information:

Stephanie Troope
4701 Augusta Drive
Frisco, TX 75034

Private Residence
4701 Augusta Drive
Frisco TX 75034
Ballroom:

Table with 4 columns: Customer PO, Salesperson, Ordered By, Terms. Values include Yuri Waddell, Stephanie Troope, and Payment Due Before Delivery.

Table with 5 columns: Qty, Description, Item #, Unit Price, Amount. Row 1: 4, Rustic Bench, 11225, 30.00, 120.00.



The items on this contract are on a courtesy hold for you. If this contract has not been accepted by Friday, September 9, 2022 all items will be released. Please contact your salesperson if you need an extension.

IMPORTANT- PLEASE READ BEFORE SIGNING: THE UNDERSIGNED CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THE LAST PAGE OF THIS CONTRACT.

Accepted by: _____ Date: _____
To accept this contract sign and fax back to 214-742-5249 or email confirmation to your salesperson.

Summary table with 2 columns: Description, Amount. Rows include Net Order (120.00), Delivery/Setup/Strike (225.00), Damage Protection Plan (9.90), Sales Tax (29.28), and Proposal Total (384.18).

RENTAL CONTRACT TERMS AND CONDITIONS

CANCELLATION. You may cancel this contract without further obligation by delivering to us written notice of such cancellation at any time before the 30th day prior to your scheduled event. If you cancel this contract 8-29 days before your scheduled event, you agree to pay us 50% of the total anticipated rent based on the Rental Contract (the "Cancellation Charge"). If you cancel this contract 7 days before your scheduled event, you agree to pay us 100% of the total anticipated rent based on the Rental Contract (the "Cancellation Charge"). You expressly authorize us to charge the Cancellation Charge to any credit card you provide to us. Custom builds and special order items may not be canceled. Last minute deletions from an order will be subject to a 25% restocking fee if the truck has been loaded.

DAMAGE PROTECTION PLAN. The Damage Protection Plan we offer IS NOT INSURANCE, NOR IS IT A WARRANTY. If you accept it, we will waive our right to recover from you our direct cost to repair or replace rented items which are damaged or destroyed while in your possession. Your failure to return any rented item for any reason including theft, or mysterious disappearance are not covered under the Damage Protection Plan, along with damage caused by vandalism and intentional abuse. You may decline the Damage Protection Plan and avoid the associated charge.

LOSS OR DAMAGE. You are the insurer of the rented Items during the rental term. If you decline the Damage Protection Plan you bear all risk of damage or destruction, regardless of cause (except for ordinary wear and tear). If any rented item is lost, stolen, damaged or destroyed during the rental term, whether or not your fault, you will pay us the retail value of the parts and labor necessary to repair the rented item or its replacement cost if beyond our reasonable ability to repair it.

RETURN OF RENTED ITEMS. You agree to return the rented items to us during our normal business hours (Monday - Friday 9:00 AM to 5:00 PM) at or before the end of the rental term, or if we agree to retrieve the rented Items, make them available for retrieval in a reasonably safe, dry and secure location immediately upon conclusion of your event. If the rental items are not returned by the end of the rental term additional rental charges will apply.

ASSUMPTION OF RISK. You acknowledge that the possession, use, transportation and/or storage of the equipment may give rise to the risk of personal injury and/or property damage. YOU VOLUNTARILY ASSUME ALL SUCH RISK AND RELEASE AND DISCHARGE US AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME

WARRANTY WAIVER. THE RENTED ITEMS ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS" WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF SUITABILITY, MERCHANTABILITY, AND OR FITNESS FOR ANY PARTICULAR PURPOSE), NOR DO WE MAKE ANY WARRANTY AGAINST INTERFERENCE, INFRINGEMENT, THAT THE RENTED ITEMS ARE FIT FOR YOUR INTENDED USE, APPLICATION OR ENVIRONMENT, OR THAT THEY ARE FREE FROM DEFECTS (LATENT OR PATENT). NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE RENTED ITEMS, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF, OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO, ANY OF THE RENTED ITEMS. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN OR WITH RESPECT TO ANY OF THE RENTED ITEMS IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AT THE TIME OF FAILURE.

FORCE MAJEURE. Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability except for all custom items and signage already fabricated.

SIGN DEPARTMENT SERVICES AND CHARGES. If the client provides artwork in print ready format no graphic design fees are charged. If client wishes for us to create artwork or graphics for their project, a graphic design fee applies. The minimum graphic design fee is \$150. For design work taking more than two hours, an hourly charge of \$75 per hour applies. We have the capability to work with Raster files i.e. Photoshop, tif, jpg, png and Vector files - EPS, all images should be imbedded, Colors must be CMYK. If you are not sure about your file, send it to us and we will let know if we can work with it.

PAYMENT. We accept eChecks, Debit Cards, Personal and Business Checks, ACH and Wire Transfer payments. For ACH and Wire Transfer payments please contact sales for instructions. We also accept credit cards (VISA, Mastercard, American Express and Discover). To help cover the costs of payment processing we add a fee for credit cards. This fee is never more than the cost of accepting these cards.

RAVING FAN POLICY. We want you to be a raving fan of Shag Carpet. If you are not delighted with any aspect of your rental please call Gary Peto our General Manager on his cell phone at 972-489-1272 so we can make it right.