

Rental Contract  
Terms and Conditions

Allwell Rents hereby rents to the renter, identified under customer information and by his signature or that of his agent on the reverse page of the contract, subject to all terms and conditions on either page of the contract and the Renter, in consideration thereof, acknowledges and agrees as follows:

1. Time is expressly made the essence of this contract and Renter agrees that charges are based on time out, not time used. That Renter certifies and acknowledges that they have this date and at the time specified received from ALLWELL RENTS the personal property listed and identified in this contract. That this personal property is rented to Renter by ALLWELL RENTS to be used by the Renter at the designated address for the stated period and to be used solely for the purposed for which said equipment was manufactured and intended. That this equipment will not be removed from the address listed herein for use at any other address without the consent of ALLWELL RENTS. That renter personally inspected the personal property and found it to be in good working and unbroken condition when received and declares that he fully understands its proper use and that it meets his requirements.
2. Renter, upon termination of this contract as stated on the reverse page hereof in the "Due Date" section, will immediately return the rented personal property, with all attachments, accessories and parts thereof to the address of ALLWELL RENTS during regular business hours in good condition and repair, subject to reasonable wear and use and agrees to compensate ALLWELL RENTS for the above stated rental rates for each day consumed while equipment is in the process of recovery or repair.
3. That in the case of failure of the rented equipment for any cause, Renter at Renter's expense shall return it to ALLWELL RENTS' premises. Renter particularly understands that without ALLWELL RENTS' authorization, Renter has no authority to incur any expense on ALLWELL RENTS' account for the repair of said equipment.
4. That Renter, if the personal property is lost or damaged, will pay ALLWELL RENTS the cost of replacement or repair of the personal property lost or damaged. If a damage waiver is paid at the time of the contract the Renter will not be responsible for accidental damage of up to 10% of the items. The damage waiver does not cover VANDALISM, THEFT, or MYSTERIOUS DISAPPEARANCE. The damage waiver IS NOT INSURANCE.
5. That Renter promises to hold ALLWELL RENTS harmless and free from any and all liabilities, of any and every nature whatsoever, arising out of the use, maintenance or return of the equipment. That Renter shall indemnify and hold ALLWELL RENTS harmless from all damages to third persons or their property caused by Renter in possessing or operating the equipment including legal fees and costs incurred in defense of such claims. In the event of an accident or collision involving any of the equipment, Renter agrees to furnish ALLWELL RENTS with a complete report of the same, including names and addresses of all witnesses and parties involved and a copy of any police report, and further that the equipment will be used by the Renter and/or persons herein designated, and no other person, without the consent of ALLWELL RENTS.
6. That if Renter desires to extend this contract beyond the date and time originally agreed upon, Renter will immediately notify ALLWELL RENTS of this desire and obtain ALLWELL RENTS' approval and terms of the extension.
7. That if by any reason of any breach of the contract by Renter, termination of this contract, failure to pay rental, insolvency of the Renter, or any other reason it becomes necessary for ALLWELL RENTS to retake their personal property, ALLWELL RENTS and its agents shall be permitted and they are hereby authorized to go upon Renter's property and retake the equipment, without any legal process. ALLWELL RENTS and its agents may use all the force necessary to retake the equipment and Renter hereby expressly waives for himself, agents and employees all claims for damages and losses, physical and pecuniary, caused by retaking by ALLWELL RENTS. Renter agrees to pay all costs and expenses incurred by ALLWELL RENTS in retaking the equipment and in collection of sums due under this contract. Should ALLWELL RENTS employ legal counsel to assist in the recovery of the equipment or any sums due under this contract, Renter agrees to pay all costs, expenses, attorney's fees incurred by ALLWELL RENTS.
8. That ALLWELL RENTS at its own discretion, may revert all charges to a daily rate if charges or invoices are not paid on due dates.
9. In exchange for products and/or services listed on each sales/rental agreement to pay ALLWELL RENTS the amount listed per day. The undersigned hereby authorizes ALLWELL COMPANY dba ALLWELL RENTS or their agents to electronically draft via the Automated Clearing House system, or to charge the credit card on file with the credit agreement or used to pay this particular contract, the amounts indicated on each agreement at ALLWELL RENTS' discretion. This authority will continue until withdrawn in writing by the undersigned account holder. The undersigned hereby certifies that they are duly authorized to execute this form on behalf of the below listed account holder. Renter acknowledges that Renter is subject to a \$50 reject fee if checks, credit card charges or electronic drafts are returned not paid. Renter agrees to pay interest at the rate of 24% per annum or at the highest rate permitted by law, whichever is lesser, upon all delinquent invoices, and further agrees to pay \$25.00 processing and pay to pay upon demand all reasonable collections costs and attorney's fees incurred in the collection of this account, or in reinforcing any of the terms of this agreement.
10. That Renter agrees to pay any and all taxes, sales and use, that do or may arise out of this agreement.
11. That the failure of ALLWELL RENTS at any one or more times to insist upon strict performance by the Renter of the conditions and terms of this contract shall not be construed as waiver of ALLWELL RENTS' right to demand strict performance.
12. LINEN: Damaged linens are charge for replacement; wax stains incur a \$6.00 per linen cleaning fee.
13. TENT: Renter is responsible for all required permits and licenses, marking any underground utilities or sprinkler systems, safety of the occupants of the tent and vacating the tent and area in case of severe weather, fire or other hazard. Renter will provide appropriate fire extinguisher(s) for emergency purposes. ALLWELL RENTS assumes no liability on any tents where the client's needs require lead weights or water barrels.
14. PROPANE: Renter will store all propane tanks outside in a well-ventilated area. Renter acknowledges that propane stored in a non-ventilated area may cause explosion and death. Renter will provide fire extinguisher for emergency purposes.
15. THEFT OF PERSONAL PROPERTY: (1) A person commits theft of rental property if he/she:
  - (a) Obtains the temporary use of personal property of another which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
  - (b) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, intentionally fails to reveal the whereabouts of or return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two hours after the time at which he agreed to return it.
  - (c) Theft of personal property is a class 2 misdemeanor where the value of the property involved is fifty dollars or more and is less than two hundred dollars.
  - (d) Theft of rental property is a class 4 felony where the value of the property involved is more than two hundred dollars.