



PARTY AT THE MOONTOWER EVENT RENTAL AGREEMENT

This Event Rental Agreement (hereinafter, "Agreement") is made by and between Party at the Moontower Event Rentals, LLC, (hereinafter, "Company"), and the person(s)/company/organization renting our goods (hereinafter, "Client").

RENTAL ITEMS

Company agrees to rent to Client the items listed on the invoice, which is attached and made part of this agreement, on the date(s) listed on invoice.

RENTAL PERIOD

The rental period is for 12-24 hours, unless otherwise arranged. Specific delivery and/or pick-up times must be finalized no later than 7 business days prior to the Event Date.

FEES

Rental Fees: Client agrees to pay Company the fees (hereinafter, "Rental Fees") specified in invoice. Rental Fees are for the time the Rental Items are out and away from Company's possession, regardless of whether the Rental Items are actually used by Client. No refunds will be given for unused Rental Items.

Damage Waiver Fee: A nonrefundable damage waiver fee of 10% as indicated in invoice (hereinafter, "Damage Waiver Fee") shall be payable to Company upon signing of this Agreement. This fee is used to cover cleaning and maintenance of the rentals after the rental period. If any damage occurs, Company will first use the Damage Waiver Fee to repair. If the repair costs exceed the Damage Waiver fee, Client will be responsible for the amount in excess of the Damage Waiver Fee they already paid. All damage and repairs will be discussed with Client immediately before making any repairs.

Payment Schedule: Client agrees to pay Company the Rental Fees in accordance with the following schedule:

An initial 50% of the total price (hereinafter “Initial Payment”) will be made upon signing of this Agreement to confirm the order.

The final balance is due two weeks prior to the event date. Additions and substitutions are allowed until 14 days prior to your event date, but no reductions are allowed.

Rental Items are not reserved for the Event Date until Company receives a signed copy of this Agreement, deposit payment and a credit card on file. Payments can be made by credit card or check.

Late Return: If Rental Items are not returned by Client on the specified date and time, the Client shall incur additional charges, determined by the extent of the late return and the Rental Fees.

Form of Payment: Unless otherwise agreed to, payments to Company must be made in the form of Cash, Credit or Debit Card (accepted online), ACH Payment/Wire Transfer (inquire for Company wire transfer information), or Check payable to “Party at the Moontower” and sent to 1403 Canterbury Street, Austin, TX 78702.

DAMAGED OR MISSING RENTAL ITEMS

Damages include, but are not limited to chipped, cracked or broken items, stained and dirtied upholstery or fabric that are beyond normal wear and tear, loss or damage due to theft, burglary, misuse, abuse, theft by conversion, intentional damage, disappearance, or loss due to Client’s failure to care for the Rental Items, including damage as a result of leaving Rental Items out in the rain or in a sprinkler system. Client shall be responsible for the full replacement cost of damaged or lost Rental Items and if fabric and upholstered items are returned stained, the cost of cleaning.

If Client discovers damaged or missing rental items prior to the start of the event, Client must notify Company immediately. If possible, Company will provide a replacement for any damaged or missing rental items prior to the event start time. If not possible to provide any replacements, we will refund the appropriate fee associated with the damaged/missing items. Damaged rental items shall not be used

at the event. All damaged rental items remain the property of Company and must be returned to Company.

Any damages occurring after the Rental Items are delivered to Client, including damage occurring as a result of any person other than a Company representative moving the Rental Items from the location where they were placed by Company are the sole responsibility of Client, whether actually caused by Client or by Client's guests, event venue staff, or third party event vendors.

Will Call: For Rental Items picked up from will call, Client shall be liable for any damages to Rental Items after pickup, including damages occurring during transport from will call.

Inclement Weather: Client further agrees to arrange effective provisions so that, in the event of rain or inclement conditions, goods will be shielded from the elements and/or protected from damage. Failure to plan for such contingency may result in Company withholding the goods at the time of scheduled delivery. For any costs owed to the Company for any damage repair, Client shall remit payment to Company within 30 days following Company's written request.

SUBSTITUTIONS OF RENTAL ITEMS

By Client: Should Client wish to cancel the rental of some Rental Items, or make substitutions for certain Rental Items, Client must sign an amended quote indicating the changes. There will be no refunds for cancellations of Rental Items made less than 30 days prior to the Event Date. Changes and additions to existing orders may require an additional deposit.

The Delivery Fee, if any, is based upon those Rental Items itemized in the original order; adding or changing Rental Items may increase the Delivery Fee.

By Company: Company reserves the right to make reasonable substitutions of Rental Items, when necessary, and shall inform Client of such substitutions prior to the Event when possible. If the rental price for the substituted item(s) is less than the rental price for the originally selected Rental Item(s), Company will refund to Client the difference in price, or if no substitution is available, the rental price for the affected Rental Item(s) will be refunded to Client.

RESCHEDULED EVENT DATE

If Client reschedules the Event Date, written notice must be given to the Company of Client's intention to reschedule the Event Date and if known, identify the new date for the Event (hereinafter, "Rescheduled Event Date."). Client understands that the Company cannot guarantee the availability of the Rental Items on the Rescheduled Event Date. If Rental Items are available for the Rescheduled Event Date, Client may incur additional fees for Company's services due to the event rescheduling. At Company's discretion, the Parties may enter into a separate written agreement or modify this Agreement to reflect the Rescheduled Event Date.

TERM OF AGREEMENT

This Agreement will become effective on the date both parties sign the Agreement and Company receives the deposit. This Agreement will terminate on the earliest of:

The date all Rental Items are returned to Company.

The date a party terminates the Agreement as provided herein.

TERMINATING THE AGREEMENT

Either party, without cause, may terminate this Agreement by delivering *30 days* written notice to the other party.

Termination by Client: In addition to any other obligations set forth in this Agreement upon termination, if Client terminates this Agreement *within 30 days* of the event date:

all payments made to date to Company are non-refundable;

all outstanding Company's Fees for Additional Services rendered through the date of termination will be due immediately.

Termination one week or less from the Event Date will require that the Rental Fees be paid in full. If full balance has yet to be paid, Company may charge credit card on file.

Termination by Company: In addition to any other obligations set forth in this Agreement upon termination, if Company terminates this Agreement, the Company will refund unearned fees to the Client.

INDEMNIFICATION

Client hereby voluntarily and expressly releases, indemnifies, forever discharges and holds harmless Company any and all liability, claims, demands, causes or rights of action whether personal to Client, including those allegedly attributed to negligent acts or omissions. Should Company or anyone on behalf of Company be required to incur attorney fees and costs to enforce this agreement, Client expressly agrees to indemnify and hold harmless Company for all such fees and costs. In consideration of being permitted by Company to use its furniture, the undersigned agree to indemnify and hold harmless Company from any and all claims which are brought by the undersigned.

Client acknowledges and certifies that Client has had sufficient opportunity to read the entire Rental Agreement and understands its content, and Client executes it freely and without duress of any kind and agrees to the terms herein stated.

DISPUTE RESOLUTION & APPLICABLE LAW AND JURISDICTION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Travis County, TX. This Agreement shall be governed by the laws of the State of Texas, and any disputes arising from it must be handled exclusively in the federal and state courts located in County of Travis County, TX.

ENTIRE AGREEMENT

This Agreement (including attachments) contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by all parties.

HEADINGS

The headings contained in this Agreement are strictly for convenience, and shall not be used to construe meaning or intent.

SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER

The failure of any Party to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of that Party's right to require strict compliance in the future, or construed as consent to any breach of the terms of this Agreement.

FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Upon occurrence of any force majeure event, the party relying upon this provision shall give written notice to the other party of its inability to perform or of delay in completing its obligations.

ASSIGNABILITY AND PARTIES OF INTEREST

No Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement, expressed or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

COUNTERPARTS, SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature. A digital copy of this rental agreement will be presented upon booking.

DEPOSIT ACCEPTS AGREEMENT

By paying a deposit or entire rental fee, Client agrees to the terms set out in this Rental Agreement.