

# Rental Agreement for Tables, Chairs & Canopies



Date of Agreement: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Contact phone: \_\_\_\_\_ Secondary phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Rental Date: \_\_\_\_\_ (Circle One) M T W TH F S S

## INVOICE

### Rental Tables, Chairs & Canopies

Item	Number Available	Price Per Item	Qty.	Total each
6' Tables	12	\$7.50	_____	\$ _____
8' Tables	6	\$8.50	_____	\$ _____
6' Round Tables	25	\$12.50	_____	\$ _____
Chairs	240	\$2.50	_____	\$ _____
Canopies 10'x10'	9	\$40.00	_____	\$ _____

DEPOSIT FEES	
Total Rental	Deposit Fee Required
Less than \$150	\$100
\$150-\$250	\$200
\$250-\$500	\$300
\$500-\$750	\$400
Over \$750	\$500

**Subtotal** \$ \_\_\_\_\_

**Sales Tax (7%)** \$ \_\_\_\_\_

**Deposit Fee** \$ \_\_\_\_\_

**Total Due** \$ \_\_\_\_\_

### HAPI STAFF USE ONLY: FILL IN BOX BELOW

HAPI staff will deliver tables/chairs/canopies at the specified time and location within the Park. Canopies will be assembled in the specified location; final placement of tables and chairs to be completed by customer.

Location within HAPI where items are to be delivered: \_\_\_\_\_

Delivery Time: \_\_\_\_\_ Pickup Time: \_\_\_\_\_

Initials _____
_____

**TERMS AND CONDITIONS**

**General Release/indemnity/hold harmless:** I understand and acknowledge that the use of a table/chair/canopy entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Horticultural Arts & Parks Institute, Inc., ("HAPI,") and any of its officers, directors, employees, or agents, from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should HAPI or anyone acting on behalf of HAPI be required to incur attorney's fees and costs to enforce this Agreement, I expressly agree to indemnify and hold HAPI harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against HAPI, it is agreed to do so solely in Marion County, Florida. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by HAPI to use its products and facilities, the undersigned and its participants agree to indemnify and hold harmless HAPI from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.

- 1. Items for Rent, Payment, and Terms of Rental Agreement:** Customer rents from HAPI certain products described on the invoice section of this Agreement. The Rental fee set forth is payable, in full, at the time the Agreement is signed. When the items are delivered by HAPI and accepted by Customer, the Customer shall not be entitled to any refund whatsoever if Customer elects not to use the items due to weather or other causes.
- 2. Returned Check policy:** In the event that a check is returned to HAPI for insufficient funds, customer agrees to pay the total Rental price as well as an additional \$25.00 fee to HAPI in cash immediately upon notice.
- 3. Weather:** HAPI cannot guarantee weather conditions; we reserve the right to cancel or reschedule your Rental prior to delivery if severe weather conditions are imminent or if we have reason to believe that its users may be in danger. Canopies cannot be setup in high winds (over 15 mph). If cancellations are necessary due to severe weather conditions, HAPI will issue a refund within 30 days if the customer does not elect to reschedule.
- 4. Delivery:** HAPI staff will deliver the Rental Items to the specified area of a permitted event at HAPI. Customer will ensure to have a designated representative to oversee unloading of Rental Items and placement. At the time of pickup an inventory and inspection of all items will be taken by HAPI staff.
- 5. Receipt/inspection of Rental Items:** Customer hires the Rental Items on an "as is" basis. Customer acknowledges responsibility of inspecting the Rental Items prior to its use.
- 6. Possession/Title:** Customers' right to possession of the Rental Items begins upon the items being delivered to identified spaces at HAPI. Retention of possession, or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. Title to the Rental Items is and shall remain in HAPI's name. Customer agrees to keep the Rental Items in his/her/their custody and control from the time of HAPI's delivery of the items, until HAPI picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed, or otherwise transfer such items. If Rental Items are not returned and/or levied upon for any reason whatsoever, HAPI may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold HAPI harmless from any and all claims and costs arising from such retaking and/or levy. If Rental Items are levied upon, or otherwise moved Customer shall notify HAPI immediately.

Initials _____ _____
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7. **Care of the Rental Items:** Customer shall be responsible for any and all damage to any of the Rental Items not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Rental Items caused by ordinary, reasonable and proper use of the Rental Items. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl, bending/breaking of poles or stakes, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of Rental Items with non-approved items such as chemicals, non-approved food, paint, silly string, mud, clay, or other materials. **Customer will clean all tables and chairs at the completion of the event. A \$50.00 cleaning fee may be imposed if tables and chairs are not cleaned prior to being picked up by HAPI. All tables MUST be protected by a tablecloth or table covering.**
  
8. **Should any item develop a problem, or does not function correctly at any time, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that item. Limited Warranty:** HAPI warrants that the Rental Items leased under this Agreement will be in good working order when delivered. All items are supplied and maintained subject solely to this warranty. HAPI makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the Rental item will fit the Customer's particular intended use, or that it is free of latent defects. HAPI shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the Rental Items. HAPI shall not be responsible for any defect or failure unknown to HAPI at the time of delivery.
  
9. **Additions and Cancellations Policy:** Customer will receive a full refund if this Agreement is cancelled in writing at least 60 days prior to rental date. Additions may *not* be made to this original Agreement at any time later than 15 days prior to rental date. Invoice for additional items will be made by modifying original Agreement. Both parties will initial changes and Customer will submit additional payment due immediately.
  
10. **Compliance with Laws:** Customer agrees not to use or allow anyone to use the Rental Items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all county, state, federal or other governmental or quasi-governmental laws, ordinances, permits and/or regulations which may apply to the use of the Rental Items during the Rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the Rental Items, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate government agencies prior to use.
  
11. **Legal Fees:** Any dispute involving this Agreement or any permit issued thereafter shall be resolved only through mediation and arbitration proceedings. Venue of all disputes shall only be in Marion County, Florida. The dispute shall first be submitted to mediation before a Circuit Court Certified mediator. If an impasse is declared, then the dispute shall be submitted to binding arbitration before an arbitrator mutually selected by the parties and HAPI. Attorneys' fees shall not be awarded to either party.
  
12. **Customer Acknowledgment:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

**13. Severability:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**14. Entire Agreement:** This Agreement constitutes the full Agreement between **HAPI** and Customer. Any prior Agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Agreement.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE ITEMS AND TO SIGN THIS AGREEMENT.

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Horticultural Arts & Park Institute, Inc.  
Authorized Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
HAPI Authorized Signature

\_\_\_\_\_  
Date Contract is Signed

\_\_\_\_\_  
Date Contract is Signed

**TO REACH A SHOLOM PARK REPRESENTATIVE DURING THE TIME OF YOUR EVENT,  
PLEASE CALL: (352) 286-3558**