

**MONTANA PARTY RENTALS, INC.**  
**2304 North 7<sup>th</sup>, Suite I, Bozeman, MT 59715**  
**406-586-7727**  
**www.montanapartyrentals.com**

Rental property must be returned or we must be notified of request of extended time as failure to return said property can result in a criminal prosecution pursuant to Section 45-6-309 M.C.A. Persons failing to return property not exceeding one thousand dollars (\$1000.00) in value shall be fined not to exceed one thousand dollars (\$1000.00) or be imprisoned in the county jail for a term not to exceed six (6) months, or both. Persons failing to return property exceeding one thousand dollars (\$1000.00) in value shall be imprisoned in the state prison for a term not to exceed ten (10) years.

**RENTAL CONTACT – TERMS AND CONDITIONS**

**1. DELIVERY AND PICK UP:**

A. Renter may pick up rented items after 9:00 a.m. and shall return the rented items no later than 10:00 a.m. on the due date.  
B. Delivery and pick-up service is available for a fee. Delivery is to the door of the event, street level. There is an additional charge for delivery and/or pick-up if beyond street level, or up or down stairs. There is also an additional charge for delivery and/or pick-up involving more than one location.  
C. Delivery and pick-up service does not include set-up or break-down, unless it is a rental item that MPR is required to set-up and break-down. Set-up and/or break-down services are available for an additional charge and must be arranged prior to delivery.  
D. Delivery must be made to, and items rented must be kept in, a location which provides protection from the elements.  
E. It is Renter's responsibility to maintain the delivery and pick-up times agreed upon in order to assure the availability of rented items. If Renter authorizes any other person to make rented items available for pick-up, Renter is responsible if such person fails to make the same available.  
F. If rented items are unavailable at the time of pick-up, Renter agrees to pay a service charge of \$50, plus any additional charges which accrue.

G. All tables and chairs must be clean, folded down, and gathered in one location at the scheduled time for pick-up. Wood folding chairs must be bagged at the scheduled time for pick-up. All folding chairs must be stacked on the plastic pallets which are provided. All dishes, glassware, flatware, silver, and service items must be rinsed, dry, free from food, and placed back in delivery containers. In the event that breakable items are not packed in the provided containers, MPR will pack the items and renter is responsible for any broke or damaged items, as well as labor charges. Delivery containers that are provided are considered rented items and failure to return containers will result in replacement costs being charged to renter. Wax must be removed from candelabras and votives if not using MPR candles. Linens must be refuse free and dry. Failure to do any of the aforementioned will result in additional costs being assessed against Renter. Renter will be charged a deposit for cleaning and/or breakdown of rented items based upon the job and items rented. This deposit will be \$\_\_\_\_\_, and is due upon final payment of rented items. The cleaning deposit will be placed on a credit card. If the rented items are returned in the manner specified in this paragraph, the deposit will be refunded. \_\_\_\_ (**Initial**)  
H. Shortages, broken, or damaged items must be reported prior to the event or the rented items, pursuant to the invoice, will be considered received.

**2. RESERVATIONS, PAYMENT, AND CANCELLATION FEE:**

A. A **nonrefundable** payment of 30% of the rental fees for items to be rented is due at the time of signing this Contract. **This payment is NONREFUNDABLE in the event Renter cancels any reserved rental items.** Upon receipt of the deposit, the rental items are reserved for Renter and guaranteed for the date of the reservation. Full and final payment of all rented items is due 14 days prior to the event. In the event final payment is not received 14 days prior to the event date, MPR will charge the remaining balance to Renter's credit card on file. It is the Renter's responsibility to notify MPR if a credit card other than that placed on file is to be charged. If MPR is not notified of any changes the credit card on file will be charged.  
B. Renter is aware that reservations for rental items (excluding canopies) canceled less than 14 days prior to the reservation date will be charged in full, and Renter shall be liable for payment of the same. \_\_\_\_ (**Initial**) Renter is aware that reservations for canopies canceled less than thirty (30) days prior to the reservation date will be charged in full, and Renter shall be liable for payment of the same. \_\_\_\_ (**Initial**)  
C. Renter is allowed to reduce table, chair, dishware, flatware, and linen reservations by 20% up to 2 weeks prior to 'out' date without penalty. Reductions greater than 20% shall result in Renter's forfeiture of Renter's deposit. \_\_\_\_ (**Initial**)  
D. Rental is charged for the time the rented items are in Renter's possession. No allowance is made for any period of time when the rented items are not in actual use.  
E. Rental and term begins on the date and time specified as "Out" on MPR's Invoice and terminates on the date and time specified as "In" on

MPR's Invoice. F. A finance charge of 18% per year (1½ % per month) is charged on all past due accounts.

**3. LIABILITY AND DAMAGE TO RENTED ITEMS:**

A. MPR is responsible for repair of defects in rented items due to normal use only. MPR makes no implied warranties of merchantability or of fitness for a particular purpose.  
B. MPR is not liable for damages or injuries to persons or property caused by acts of nature, riot, vandalism, mischief, or sabotage.  
C. MPR is not liable for any damages or injuries to persons resulting from negligence, carelessness, or misuse of the rented item(s).  
D. Renter is responsible for securing appropriate property and liability insurance that covers rented items from delivery through pick-up.  
E. Renter is responsible for keeping rented items safe and protected from damage while in Renter's possession.  
F. Renter agrees to immediately discontinue use of any rented item(s) should the same become, at anytime, unsafe or in a state of disrepair. Renter will immediately notify MPR of the same. If notice is not given by Renter to MPR within 1 hour after the failure, then Renter will be charged, unless otherwise mutually agreed, for the rental amount. Renter is not authorized to charge any amounts to MPR, or to expend any money, in repairing the rented item(s).  
G. Renter further agrees that if the rented items are returned to MPR in a condition other than the condition received, normal wear and tear excepted, that Renter will pay the amount necessary to return the rented item(s) to its former condition, including labor and new parts. Amounts paid under this provision will not relieve Renter from the rental charges incurred.  
H. Renter is responsible for the full replacement costs of all rented items that are broken, damaged, lost, or stolen from the time of delivery until pick-up.

**4. WEATHER-RELATED RISKS:** Canopies are temporary structures and can possibly collapse during a severe rain, snow, or windstorm. Evacuation of canopies in high winds, heavy snows, or extreme lightning is highly recommended. Renter agrees that in the event of a predicted or actual storm or excessive winds, MPR may dismantle any previously installed rented tents and related items to ensure the safety of all persons and equipment involved. Renter assumes all weather-related risks involved in holding an outdoor, canopied event. Renter is responsible for payment in full in the event that weather prohibits set up of canopy or dictates non-use of the canopy(s).

**5. SALES ITEMS:** All sells of special orders, seasonal items, and discounted items are final. A receipt is required for return of all other items and must be made within 2 weeks of purchase date. All returns are for in-store credit only.

**6. CREDIT CARD AUTHORIZATION:** MPR will deduct all charges for damaged, broken, lost, or stolen items, late fees, and additional labor fees, from the damage deposit. Renter's credit card shall be charged for any charges that exceed the Renter's damage deposit. \_\_\_\_ (**Initial**)

**7. INDEMNIFICATION:**

A. Renter agrees to indemnify and hold MPR harmless from any liability whatsoever resulting from the use of rented items while in Renter's possession.  
B. Renter agrees to be the absolute insurer of the items rented, including fire and theft, while in Renter's possession.  
C. Should legal proceedings, including collection actions, be instituted by MPR, or on MPR's behalf, Renter is liable for all charges incurred by MPR, including, but not limited to attorney fees, court costs, costs of execution and collection fees.  
D. Renter and MPR agree that Gallatin County, Montana, Eighteenth Judicial District is the exclusive jurisdiction for any legal proceeding brought under the terms of this Contract.

**8. SEVERABILITY:** The provisions of this Contract shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

**9. MEDIATION:** In the event a dispute arises pursuant to the terms of this Contract, Renter and MPR agree to first mediate their dispute. The mediator will be mutually agreed upon between the parties and if the parties cannot agree then a mediator will be chosen by the Clerk of the District Court, Gallatin County, Montana. Mediation will occur prior to either party filing a legal action, unless one party refuses to abide by this clause.

We hereby certify that we have read the foregoing, understand the terms, and agree to abide by the same. DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Reservation Name: \_\_\_\_\_

Reservation #: \_\_\_\_\_

Renter: (name printed: \_\_\_\_\_)

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Driver's License#: \_\_\_\_\_