

1. **INSPECTION:** Customer agrees that he has had an opportunity to personally inspect all items, and to verify all quantities, and that the equipment is suitable for his needs and in satisfactory condition, and that he understands its use. Customer further agrees to inspect the equipment prior to use, and to notify Dealer immediately of any defects.
2. **USE:** Customer agrees that all items will be used for only their proper purpose and in a safe manner and only by Customer or his employees, and to properly clean and service them. Customer agrees that all items will be used only at the location specified on the front of this Contract, unless written permission is obtained from Dealer. You agree that you are satisfied with the instruction in the proper and safe manner of using the item(s), or that you are so familiar and told NEWTOWN PARTY RENTAL that you were.
3. **USE OF CREDIT CARD:** Customer agrees to provide a valid, credit card account number. Customer also agrees to give NEWTOWN PARTY RENTAL the right to use credit card for payment and/or to cover charges for damaged or lost goods, or additional charges. In lieu of a credit card, an open signed check is accepted.
4. **MALFUNCTIONING ITEMS:** Customer agrees to immediately discontinue use of any item not in safe or proper working order, and to report and return same to Dealer as soon as is reasonably practical.
5. **TIME OF RETURN:** Customer agrees that any right to possession terminates at the expiration of the rental period, and retention of possession after this time constitutes a material breach of this Contract. Time is the essence of this Contract. Any extension must be mutually agreed upon in writing.
6. **CONSEQUENTIAL DAMAGES:** Dealer accepts no responsibility for any incidental or consequential damages caused by malfunction, inability to supply, delays of any kind, or otherwise.
7. **FAILURE TO RETURN:** If Customer fails to return any item at the expiration of the rental period for any reason, the Customer agrees to pay the current replacement cost and to pay regular rental charges up to the time of such payment. If an item is lost, stolen or disappears, Customer agrees to notify Dealer and Police as soon as is reasonably practical.
8. **COLLECTION COSTS:** Customer agrees to pay all reasonable collection, attorney's fees, court fees, and other expenses involved in the collection of charges or enforcement of Dealer's rights under this contract.
9. **REPOSSESSION:** Upon a failure to pay rent or other breach of this Contract, Dealer may terminate this Contract and take possession of and remove goods from wherever they are, and Dealer and his agents shall not be liable for any claims of damage or trespass arising out of the removal of the goods.
10. **SEVERABILITY:** The provisions of this agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.
11. **CONFESSIONS OF JUDGEMENT:** If rent and/or other charges incurred under this contract remain unpaid after the due date under the terms of this contract, Renter hereby empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for renter in any and all actions which may be brought for rent and/or other charges, payments, costs and expenses agreed to be paid by the Renter, and in said suits, action or actions to confess judgement against Renter for all or any part of the rent and other charges due under this contract and the unpaid, and for interest and costs together with an attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgement may be confessed as aforesaid from time to time as often as any of said rent and/or other charges, payments, costs and expenses shall fall due or be in arrears, and such power may be exercised as well after the original term and/or during any extension or renewal of this contract.
12. **DELIVERY, PICK-UP and INSTALLATION:** Customer grants us, our agents and employees the right to enter the premises to deliver, install and pick-up rented property. Customer shall assume the risk of, and indemnify and hold NEWTOWN PARTY RENTAL harmless from and against any and all property damage and personal injury resulting from the delivery, loading, unloading erection, installation, dismantling and use of rented item(s).
13. **ADDITIONAL CHARGES:** Customer shall pay additional charges for the following services:
 - (a) Delivery or pick-up from upstairs or downstairs will be a minimum \$25.00 additional charge.
 - (b) Folding and stacking chairs and tables in preparation for pick-up.
 - (c) Set-up/break-down tables and or chairs: \$1.00 up, \$1.00 down.
 - (d) Dinnerware, glasses, grills, and concession equipment: \$50.00 plus 50% of rental fee if returned dirty.
 - (e) Delivery/pick-ups on Saturday, Sundays, holidays or after hours.
 - (f) Pick-up from an address other than original delivery address.
 - (g) Racks & boxes not returned.
14. **FEES, PERMITS AND FINES:** The renter shall be responsible for obtaining and paying for any permits, fees, taxes or tolls required by law, ordinance or regulation made necessary by the Renter's use of our products or services.
15. **HEATER WAIVER:** I fully understand that a heater is a dangerous rental item, and take full responsibility for the use and care of the unit. I will not try to fix the heater in any way, and will discontinue use if I feel anything is wrong with the unit. I fully understand these directions.
16. **TENT/CANOPY INSTALLATION:**
 - (a) NPR will not be held responsible for damage caused by tent staking or erection to decks, patios, houses, trees, shrubbery, underground utilities and irrigation etc.
 - (b) By paying the deposit the customer has agreed they will evaluate the tent location prior to installation and take responsibility for all damages that may occur.
 - (c) Do not allow anyone under the tent or canopy if weather conditions are unsafe including but not limited to wind, snow or rain.
 - (d) Tent Deposits are non-refundable, once the tent is delivered and erected the full cost of the rental will be charged no matter what the reason.
 - (e) If upon delivery no one is home or the tent area is not staked out the tent will be placed in the most appropriate location as deemed by our personal. A fee of one half the rental rate will be charged if the tent must be relocated for any reason.
17. **HSW INC. DBA NEWTOWN RENTAL CENTER (NRC) NEWTOWN PARTY RENTAL (NPR)**
SEVERE WEATHER GUIDELINES -- Definition: Severe weather is defined as any storm system that may pose a threat to human life, property or general social disruption. Prepare: It is the customer's responsibility to make sure their guests are safe. Please prepare an emergency evacuation route before the start of your party in case of a severe weather event. Communicate: Elect someone to be the leader in case you have to evacuate the tent during a severe storm. Make sure the leader gives a preliminary announcement at the start of the party so all of your guests are aware of the emergency evacuation route. **Tents are temporary structures not meant for severe weather situations. If you do not evacuate a tent during a severe weather situation you are putting yourself and your guests in great harm. We can not stress enough the importance of evacuating a tent during a severe storm. Tents are not designed to serve as shelters during such conditions.
SEVERE WEATHER REFUND POLICY: If we cancel the tent before it is installed because of a severe storm the customer will be refunded in full. If we cancel the tent after it is installed because of a severe storm the customer is responsible to pay for the 50% non-refundable tent deposit. If the customer cancels the tent before it is installed the customer is responsible to pay for the 50% non-refundable tent deposit. If the customer cancels the tent after it is installed they are responsible for the full amount of their order.

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