

TERMS AND CONDITIONS

WARNING: Article 31.04 of the Texas Penal Code provides that failure to return personal property under a rental contract within ten (10) days of due date after receiving notice demanding return is a prima facie evidence of theft of service.

AZTEC EVENTS & TENTS (hereafter referred to as **AZTEC**), hereby rents to the **RENTER**, identified by your signature on the reverse page of this contract, the Rental Items described in this contract, subject to all terms and conditions on each page of this contract, and the **RENTER**, in consideration thereof, acknowledges that **RENTER** has read these terms and conditions and agrees as follows:

1. The **RENTER** certifies and acknowledges receipt from **AZTEC** the Rental Items listed and identified in this contract during the time period listed herein. **RENTER'S** right of possession terminates on the expiration of the rental period and retention or possession after this time constitutes a material breach of this contract. Time is of the essence of this contract. If all of the rental items are not returned within the time listed in this contract, there will be late fees added to the final bill. Late fees will be added to the **RENTER'S** invoice equal to the maximum rate allowed by law in the State of Texas. Unpaid accounts receivable will also accrue interest at the maximum rate allowed by Texas law. **RENTER** agrees and specifically authorizes **AZTEC** to charge the **RENTER'S** credit card for any such charges.
2. Rental Items are to be used by the **RENTER** at the address listed in this contract for the stated period of time. The Rental Items are to be used solely for the purposes for which the Rental Items are manufactured and intended. The cost of unused Rental Items are not refundable.
3. **a. RENTAL CANCELLATIONS, FOR ANY REASON (INCLUDING WEATHER):** **AZTEC** will make a full refund on rental items (excluding tents) if the **RENTER'S** representative is notified by phone or email 72 hours prior to the agreed delivery date and time. There will be a **25% restocking fee for orders cancelled 48 to 71 hours prior to delivery date and time. 50% restocking fee for orders cancelled 24 to 47 hours prior to delivery date and time.** The **RENTER** will not receive a refund if the order is cancelled less than 24 hours prior to the delivery date and time. **b. TENT CANCELLATIONS:** **AZTEC** will make a full refund on the tent if the **RENTER'S** representative is notified by phone or email 72 hours prior to the agreed delivery date. There will be a **50% restocking fee for tents cancelled 48 to 71 hours prior to delivery date and time. There is a 75% restocking fee for tents cancelled 24 to 47 hours prior to delivery date and time.** The **RENTER** will not receive a refund if the tent is cancelled less than 24 hours prior to the delivery date and time.
4. **RENTER** has personally inspected the Rental Items and found them to be in a good working order and unbroken condition when received and suitable for the **RENTER'S** intended use.
5. **RENTER** assumes all risks of loss and agrees to hold **AZTEC** harmless from property damage and personal injuries caused by the Rental Items and/or arising from **RENTER'S** negligence. Conditions which prevent safe operation of Rental Items shall relieve the **RENTER** of responsibility for rental charges. **AZTEC** inspects and maintains the Rental Items but these items may show signs of normal wear and tear.
6. **RENTER** assumes all responsibility for Rental Items while possessing Rental Items and agrees to return the Rental Items to **AZTEC** in the same condition as they were received. **AZTEC** will inspect Rental Items upon return and make determinations regarding the condition of Rental Items.
7. Rental Items lost or damaged beyond repair will be paid for by **RENTER** at replacement cost. All repairable Rental Items will be repaired by **AZTEC**. The cost for such repairs shall be paid by the **RENTER**. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost Rental Items.
8. There are no warranties, expressed or implied, other than as set forth in this contract. **AZTEC** only provides a warranty for fitness of purpose.
9. **RENTER** will **IMMEDIATELY DISCONTINUE USE** of the Rental Items should at any time the Rental Items, while in the **RENTER'S** possession, become unsafe or in a state of disrepair. **RENTER** shall immediately notify **AZTEC** of such condition.
10. All Rental Items that are "**WILL CALLED**" or have a designated pick-up time shall be returned to **AZTEC** complete with all attachments, accessories, and parts as listed in this contract in the same condition that the Rental Items were received by the **RENTER**.
11. **RENTER** shall defend, indemnify and hold **AZTEC** harmless from any claim or liability whatsoever resulting from the negligent use of the Rental Items, including those arising from **AZTEC'S** negligence. Rental Items will be used by the **RENTER** or designated person, and no other, without the prior written consent of **AZTEC**.
12. **RENTER** may only extend the time period stated in contract with written permission, prior to extension, signed by both **RENTER** and **AZTEC**.
13. **AZTEC** may, at its sole and absolute discretion, revert all charges to a daily rate if monthly statements or invoices are not paid by the due dates.
14. **AZTEC** has the right to report stolen any unreturned Rental Item within ten (10) days of the date listed in the "pick-up" or "in date" section of this contract, or if conditions and circumstances indicate theft before that time.
15. **AZTEC** and **RENTER** agree that all charges for damaged Rental Items will be paid by **RENTER**. Rental Items damaged beyond repair shall be paid for by **RENTER** at its replacement cost at the time of rental. The cost of repairing any Rental Item shall be borne by **RENTER**. All collection fees, court costs, NSF charges, attorney's fees, or any other expenses involved in the collection of these charges will be paid by the **RENTER**.
16. Additional charges will go to **RENTER** for linens returned with burns, wax buildup, or permanent stains, which is not covered by damage waiver.
17. There will be an additional charge to the **RENTER** for any tables or Rental Items returned with staples, nails, tacks or abnormal wear.
18. **DAMAGE WAIVER:** **RENTER** pays an additional 12% of the rental charge to modify the responsibility of damaged rental items while in the **RENTER'S** possession. If **RENTER** opts to accept and pay for the damage waiver, **RENTER** shall not be responsible for damaged equipment rented **except:** damage due to neglect, missing parts, misuse or abuse and any loss due to vandalism, disappearance or theft of rental items. **Broken items must be returned to AZTEC for damage waiver credit to be given.**
19. Use of Rental Items in the following circumstances is prohibited and constitutes a breach of this contract:
 - a. use for illegal purpose or in an illegal manner
 - b. use when an item is in bad repair or is unsafe
 - c. improper use or misuse
 - d. use at a location other than the address set forth on the face of this contract
 - e. use by anyone other than the **RENTER** or its employee, without the prior written consent of **AZTEC**.
20. Upon a breach of this contract, **AZTEC** may, at its sole discretion terminate the contract, take possession of and remove the Rental Items from wherever they are found. Neither **AZTEC** nor its agents will be liable for any claims for damage or trespass arising from the removal of such items.
21. By signing this contract, **RENTER** authorizes **AZTEC** to charge the **RENTER'S** credit card that **AZTEC** has on file for all rental charges, delivery fees, sales taxes and other fees related to this contract.
22. **RENTER** understands and agrees that this contract, as well as all related transactions, shall be governed solely by the laws of the State of Texas without regard to conflict of laws principles; that the agreement and related transaction are performable in Harris County, Texas; and that sole and exclusive venue for all disputes arising out of or relating to this contract and related transactions shall be in Harris County, Texas.
23. Payments must be made prior to **RENTER** taking possession of our rental items. We accept Discovery, Amex, Visa, and MasterCard for payments. When **RENTER** opts to make **cash payments, exact change is required with a deposit equivalent to 50% of the total dollar amount** of the contract.