



## *rental agreement*

- A. Date of agreement:
- B. Name of Lessee (the "Lessee"):
- C. Address:
- D. Telephone: \_\_\_\_\_ Email: \_\_\_\_\_
- E. Description of equipment (the "Equipment"):
- F. Location of equipment during rental:
- G. Date(s) of equipment use:
- H. Date of delivery of Equipment:
- I. Date of pickup of Equipment:

Suite 206 will deliver and pick up equipment to address set forth in paragraph E above. Additional fees will apply. Please see Fee Schedule, paragraph 2 below and terms of delivery, paragraph 4 below.

### **Agreement**

**1. Rental.** This Rental Agreement is made between the Lessee and Suite 206; LLC, a Texas limited liability company ("Suite 206"). Subject to the terms and conditions of this Agreement, Suite 206 agrees to lease and rent to Lessee the Equipment.

**2. Fees.** Lessee agrees to pay to Suite 206 for the rental of the Equipment, the following:

- \$ \_\_\_\_\_ Basic cost of Equipment Rental
- \$ \_\_\_\_\_ Delivery and pickup fee. Please see paragraph 4.
- \$ \_\_\_\_\_ Set up. (if applicable). Please see paragraph 6.
- \$ \_\_\_\_\_ Event Design (if applicable). Please see paragraph 7.
- \$ \_\_\_\_\_ Special Services (if applicable). Please see paragraph 12.
- \$ \_\_\_\_\_ Tax

**Total Fees:** \$ \_\_\_\_\_ **(including taxes)**

**3. Payment of Fees.** A deposit of fifty percent (50%) of the Total Fee is due upon execution of this agreement. Payment of the remaining balance of the Total Fee is due fourteen days (14) before the scheduled delivery of the Equipment.

**4. Delivery.** Lessee agrees that Suite 206 will deliver the Equipment to the address set forth in paragraph E above on the following date: \_\_\_\_ between the hours of \_\_\_\_p.m. and \_\_\_\_p.m. No change in the delivery dates or times may be made more than 72 hours prior to scheduled delivery. Any such changes shall be subject to the availability of the Equipment. Any standing time during the delivery or pick up will result in a \$75 fee per man hour.

**5. Pickup.** Lessee agrees that Suite 206 will pick up the Equipment on the following date: \_\_\_\_ between the hours of \_\_\_\_a.m. and \_\_\_\_p.m. If the Equipment should not be available at scheduled time for any reason, then lessee shall be responsible for (a) additional fees equal to the

loss of the use of the Equipment by Suite 206 during the unavailability, and (b) in addition to the foregoing, a minimum charge of one (1) full days rental of the Equipment even if the Equipment is made available before the end of the scheduled pickup day, and an additional charge per each day the Equipment is not available for pickup.

6. **Set Up.** If initialed, Lessee agrees that Suite 206 will set up and tear down the following Equipment at the site described in paragraph G above for an additional charge within a two hour time limit and only if Lessee provides Suite 206 with a detailed room diagram with specific placement requirements in advance of the event.

7. **Event Design.** Lessee agrees that Suite 206 will help create and design the look of the event for an additional charge, set at a three hour planning period. The cost of such services is set forth in the Total Fees, paragraph 2 above.

8. **Risk of Loss.** All risk of loss for the use and care of the Equipment shall be with Lessee from the time of delivery by Suite 206, and shall remain with Lessee until the time of pickup by Suite 206.

9. **Condition of Equipment.** Lessee shall be fully and solely responsible for the condition of the Equipment at all times from the date of delivery through the date of pickup by Suite 206. All Equipment shall be returned to Suite 206 in the same condition and repair as when leased, ordinary wear and tear only accepted. Lessee is responsible for all damage, repair, loss or cost to the Equipment or any part of the Equipment. If any Equipment is returned damaged or if there is a failure to return any part of the Equipment, Lessee shall be billed for the cost of the repair to or replacement of the Equipment and Lessee agrees to pay for the same upon demand by Suite 206.

10. **Care of Equipment.** Lessee agrees to take good care of the Equipment at all times. All furniture and accessories must be kept dry and clean.

11. **Cancellation.** Lessee may cancel this agreement as provided herein unless this agreement is a "custom order." A custom order is non-terminable and Lessee agrees to pay the Total Fees even if Lessee chooses to cancel the order. If not a custom order, Lessee may cancel this agreement by giving notice to Suite 206, the Lessee deposit will be lost and all work hours and related party expenses will be billed and due upon receipt.

12. **Special Services.** In addition to the services described in this Agreement, Suite 206 has agreed to provide the following special services to Lessee: \_\_\_\_\_

\_\_\_\_\_

The cost of any such special services is set forth in the Total Fees, paragraph 2 above.

13. **Indemnity and Hold Harmless.** Lessee, its agents, invitees, licensees, and employees, hereby agree to hold harmless and indemnify Suite 206, its officers, managers, members, employees, agents and contractors, from and against any and all liability, damage, action, cause of action, suit, claim or cost (including, but not limited to, reasonable attorneys' fees) from the use or lease of the Equipment or any part thereof. SUITE 206 HEREBY MAKES NO WARRANTY OF THE EQUIPMENT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE, USE, MERCHANTABILITY, OR CONDITION OR REPAIR OF THE EQUIPMENT, OR THE EXISTENCE OF ANY PATENT OR LATENT DEFECTS. SUITE 206'S LIABILITY FOR NON WORKING OR DAMAGED EQUIPMENT SHALL BE LIMITED TO THE REPLACEMENT OF THE EQUIPMENT OR THE REFUND OF THE TOTAL FEES. IN NO EVENT SHALL SUITE 206 BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

14. **Permits.** Lessee shall be solely responsible for obtaining, maintaining and paying costs of any permits or licenses needed for the use or operation of the Equipment. Suite 206 makes no representation regarding the requirement of permits for the use or operation of the Equipment.

15. **Default.** Should Lessee default in any provision set forth in this Agreement, Suite 206 shall have the right to do any one or more of the following: (a) terminate this agreement and retain the

deposits paid by the Lessee as liquidated damages for such default, or (b) seek an action against Lessee for either specific performance or for damages resulting from such default.

16. *Miscellaneous.*

**A. Governing Law.** This agreement and the terms, provisions and obligations contained herein shall be governed by and construed under the laws of the State of Texas.

**B. Attorneys' Fees.** Should Suite 206 be required to retain an attorney to enforce its rights under this Agreement, Lessee agrees to pay Suite 206's reasonable attorneys' fees and costs of collection.

**C. Severability.** Should any clause or provision in this Agreement be deemed invalid or unenforceable, such clause or provision shall be deemed to be stricken from this Agreement, and this Agreement shall be read as if such clause or provision had not been included herein.

**D. Multiple Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed an original.

**E. No Assignability.** Lessee shall not have the right to assign or transfer any of the Lessee's rights or obligations under this Agreement.

LESSEE:

**suite 206. luxury lounge rentals**  
a Texas Incorporated company

\_\_\_\_\_  
(If Lessee is an entity, an individual must sign. Such individual acknowledges that he/she has the authority to sign on behalf of and bind the entity so named.)

By: \_\_\_\_\_  
Its: \_\_\_\_\_