

RUSTIC SPLINTER RENTALS - TERMS AND CONDITIONS

RATES

The Base Rental rates cover a period of up to three days, allowing delivery or client pickup one (1) day before and return one (1) day after the event. The three day time period begins when the customer signs for the items after delivery and ends when the items are inspected at pickup. See below for additional fees for longer rental periods. Prices are subject to change without notice.

1-3 days	Base Rate
4 days	Base Rate X 1.5
5 days	Base Rate X 2

Please contact us if you need a rental exceeding 5 days for a custom quote.

Base Rental Rates:

Rustic Farm Table	\$100
Rustic Bench	\$15
Photo Backdrop	\$200
Cake Stand (Cedar round)	\$20
Wine Barrel Bar	\$125



DEPOSITS, CONFIRMATIONS, AND CANCELLATIONS

A 50% deposit is required to reserve items for your event and the balance of the contract is due three (3) days before delivery. We do require that you confirm your contracts electronically. We will forward you a "link" to review and sign your rental contract via our software partner, *SignRequest*.

A 50% deposit is required to create a reservation. The balance is due three (3) days prior to the delivery or will call date. A 50% cancellation charge will apply to any rental items cancelled less than ten (10) days before delivery or pickup. A 100% cancellation charge will apply to items cancelled less than three (3) days before delivery or pickup. Unless the order has been confirmed and reserved, all prices and availability are subject to change.

Rustic Splinter agrees to reserve all items listed in the Rental Agreement on behalf of the Customer once the following have been received from the renter.

- A non-refundable deposit equal to 50% of the total cost specified in the Rental Agreement
- A signed & dated copy of these Terms and Conditions; and
- A signed & dated rental agreement.

PROPER USE

The items that you are renting were milled from whole trees using nothing but a chainsaw. They were processed, stacked, cut, shaped, sanded, finished, and assembled by hand. They are the perfect addition to your event because of the care and craftsmanship that went into their creation. We ask that they are used as designed (tables are not dance floors, soap boxes, etc.) and that no holes are made in them with tacks, nails, etc.

ACCEPTING DELIVERY

The equipment may be signed for by the renter or an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf.

UNSAFE CONDITIONS

Rustic Splinter reserves the right to refuse to install or deliver rental equipment due to unsafe conditions or weather. If this occurs, the customer will be liable for up to 50% of the total cost specified in the Rental Agreement and any delivery charges.

EQUIPMENT PROTECTION PLAN

Customer has the option to accept Rustic Splinter's Equipment Protection Plan by paying an additional 15% of the net rental rate for all applicable Rental Items. If Customer accepts the Equipment Protection Plan, then Rustic Splinter waives all claims against Customer for accidental breakage or damage to Rental Items that occurs despite usage and handling with reasonable care. Items not returned to Rustic Splinter within seven (7) days after your event are billed the full replacement cost as listed below. Damage charges will be based on the estimated time to repair the item and are assessed at the sole discretion of Rustic Splinter. The Equipment Protection Plan is not insurance and it does not cover:

- Rental items not returned;
- Theft;
- Damage resulting from vandalism or intentional or improper misuse;
- Any damage resulting from overturning;
- Any damage resulting from use of the Rental Items in violation of any provision of this Agreement or violation of any law, ordinance or regulation;
- Any damage due to weather.

Replacement Cost:

- | | | | |
|----------------------|-------|-------------------|-------|
| • Rustic Farm Tables | \$900 | • Chargers | \$5 |
| • Rustic Benches | \$200 | • Wine Barrel Bar | \$500 |
| • Photo Backdrop | \$500 | • Cake Stand | \$150 |

DELIVERY AND PICKUP

Delivery and pickup are available within 100 miles of the Coarsegold Post Office. If your event is outside of this radius, please contact us for a custom quote. Delivery and Pickup fees are calculated by multiplying the mileage from the Coarsegold Post Office to the venue by \$2. If an event is 35 miles from the Coarsegold Post Office, then the delivery and pickup fees will be \$70. Responsibility for equipment remains with the customer from the time of delivery to the time of return. Please be sure equipment is secure and protected from the weather when not in use.

INDEMNITY/HOLD HARMLESS

Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer agrees to hold Rustic Splinter harmless from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including, but not limited to, injuries or death to persons and damage of property, arising out of the use, maintenance— installation, operation, possession, ownership, or rental of the items rented, despite cause.

ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY

Customer is fully aware of and acknowledges that there is a risk of injury, death, or damage arising out of the use or operation of the items contained in the Rental Agreement and hereby elects to voluntarily enter into this Agreement and assume all of the aforementioned risks.

Customer agrees to release and discharge Rustic Splinter from any and all responsibility or liability from such injury, death, or damage arising out of the use or operation of the rental items. Customer further agrees to waive, release and discharge any and all claims for injury, death, or damage against Rustic Splinter, which customer otherwise may be entitled to assert.

LEGAL FEES

Customer will pay all collection fees, attorney's fees, court costs, or any other expenses required to enforce the items and conditions of this contract. Any lawsuits that may occur between Rustic Splinter and their customers must be filed in Madera County, and any litigation will be held in a Madera Court.

Signed: _____

Date: _____

Printed Name: _____

RUSTIC SPLINTER RENTALS - RENTAL AGREEMENT



Rustic Splinter Rentals
 PO Box 911
 Coarsegold, CA 93601
 559-530-0053
 sales@rusticsplinter.com

Name:		
Billing Address:	City:	Zip:
Date(s) Requested:		
Event Location:		
Notes and Details:		

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Base Rental Rates:

Rustic Farm Table	\$100	Cake Stand (Cedar round)	\$20
Rustic Bench	\$15	Wine Barrel Bar	\$125
Photo Backdrop	\$200		

Items:	Duration of Rental:	Delivery and Pickup Fees:	Total Due:

A 50% deposit is required to create a reservation. The balance is due three (3) days prior to the delivery or will call date. A 50% cancellation charge will apply to any rental items cancelled less than ten (10) days before delivery or pickup. A 100% cancellation charge will apply to items cancelled less than three (3) days before delivery or pickup. Unless the order has been confirmed and reserved, all prices and availability are subject to change. Deposit and remaining balance can be paid by check, debit, or credit. Checks can be made payable to: Rustic Splinter. Debit and credit payments will be processed with PayPal.

Signed: _____

Date: _____

Printed Name: _____