

This Equipment Rental Agreement (hereinafter "Agreement") is made and entered into on this **[Date of Booking]** by and between:

**Lessor: Backroad Gatherings LLC** Cedar City, Utah (Hereinafter "Backroad Gatherings" or "Lessor")

AND

**Lessee:** [Your Name] [Your Billing Address] [Your Phone Number] [Your Email Address]  
(Hereinafter "Client" or "Lessee")

### 1. RENTAL PACKAGE & ITEMS

Client agrees to rent from Backroad Gatherings the following "Signature Event Package" for the specified rental period and event:

- **15 (Fifteen) 60" Round Folding Tables**
- **2 (Two) Rectangular Folding Tables (72")**
- **120 (One Hundred Twenty) White Folding Chairs**
- **15 (Fifteen) Tablecloths** (Client's choice of Black or White)
- **2 (Two) 25-Gallon Garbage Bins** with 4 complimentary liners
- All items are provided in clean, good working condition.

**Event Type:** [Event Type, e.g., Wedding, Family Reunion, Corporate, Party] **Event Location Address:** [Full Street Address, City, State, Zip Code of Event]

### 2. RENTAL PERIOD

The rental period shall commence on **[Delivery Date]** at approximately **[Delivery Time Window]** and conclude on **[Pickup Date]** at approximately **[Pickup Time Window]**.

- **Second Day Option:** If selected, the rental period extends for an additional 24 hours, concluding on the morning of **[Extended Pickup Date]**.
- **Late Return:** All items must be ready for pickup by the agreed-upon pickup date and time. Failure to do so may result in additional charges as outlined in Section 5.

### 3. PRICING & PAYMENT TERMS

Client agrees to pay Backroad Gatherings the following fees:

- **Base Weekend Rental Fee:** \$500.00 (for 1 day)
- **Base Weekday Rental Fee:** \$400.00 (for 1 day)
- **Second Day Option:** +\$300.00 (if selected)
- **Three Day Option:** +\$600.00 (if selected)
- **Professional Setup & Takedown Service:** +\$200.00 (if selected)

- **Long-Distance Delivery Fee:** \$[Calculated Fee, e.g., \$4.00 per mile beyond 25-mile radius] (if applicable)
- **Subtotal:** \$[Calculated Subtotal]
- **Sales Tax:** [Current Utah Sales Tax Rate, e.g., 6.75%] of Subtotal = \$[Calculated Sales Tax]
- **TOTAL RENTAL CHARGE:** \$[Calculated Total Rental Charge]
- **Security/Damage Deposit:** A refundable security deposit of **\$200.00** is required upon booking. This deposit is held to cover potential damage, loss, excessive cleaning, or late return fees.
  - The deposit will be refunded within 5 business days following the event, provided all rented items are returned in the same condition as received (minus normal wear and tear), and all terms of this Agreement are met. Deductions will be itemized.
- **Payment Schedule:**
  - **Deposit Due:** \$200.00 Security Deposit due upon booking to confirm reservation.
  - **Balance Due:** The remaining balance of \$[Calculated Remaining Balance] is due no later than **7 days** prior to the Event Date.
  - **Payment Methods:** Accepted payment methods include [e.g., Credit Card via online booking system].
  - **Late Payment:** Payments not received by the due date may result in cancellation of the reservation or late fees as outlined in Section 10.

#### 4. DELIVERY & PICKUP TERMS

- **Delivery:** Backroad Gatherings will deliver the rental items to the specified Event Location Address on the Delivery Date within the agreed-upon time window. Complimentary delivery is included within our standard service area approximately 25-mile radius from Cedar City.
- **Accessibility:** Client must ensure the delivery and pickup areas are clear, accessible, and free of obstacles. Any delays caused by inaccessible sites may incur additional charges.
- **Receipt of Items:** Client or an authorized representative must be present at the time of delivery to inspect and accept the rental items. By accepting delivery, Client acknowledges receipt of all items listed in Section 1 in good, clean condition.
- **Pickup:** Client is responsible for ensuring all rented items are gathered, wiped down, neatly stacked/packed (if setup/takedown service is not selected), and placed at the designated pickup location by the agreed-upon pickup time. Trash bins must be emptied of any trash.

#### 5. OPTIONAL PROFESSIONAL SETUP & TAKEDOWN SERVICE

If selected, Backroad Gatherings will provide the following:

- **Setup:** Our team will arrange all tables and chairs according to the Client's provided layout instructions, and meticulously drape all linens. Layout instructions must be provided to Backroad Gatherings no less than 72 hours prior to the Delivery Date.
- **Takedown:** After the event, our team will efficiently dismantle and pack all rental items, leaving the venue clear.
- **Exclusions:** This service does *not* include placement of client's personal decor, floral arrangements, catering items, or trash removal from the venue. Provided trash bins must be emptied of trash before pickup.

## 6. CLIENT RESPONSIBILITIES & USE OF EQUIPMENT

Client agrees to:

- **Care of Equipment:** Exercise all reasonable care in the use and handling of the rental items. Items must be protected from weather, theft, and misuse.
- **Prohibited Use:** Items shall not be used for purposes other than their intended use. No painting, gluing, or permanent alterations are permitted on any rental items.
- **Linen Care:** Linens must be returned free of excessive food debris, mold, mildew, or irreparable damage. Client acknowledges that replacement costs will apply for irreparable damage or loss.
- **Security:** Client is solely responsible for the security of all rental items from the time of delivery until pickup by Backroad Gatherings.

## 7. DAMAGE, LOSS, & EXCESSIVE CLEANING POLICY

Client is responsible for any damage to or loss of rental items beyond normal wear and tear occurring during the rental period. This includes, but is not limited to, chips, cracks, breaks, severe stains, burns, tears, or missing items.

- **Deductions:** Costs for repair, replacement, or excessive cleaning will be deducted from the Security Deposit. If costs exceed the deposit, Client agrees to pay the difference upon receipt of an itemized invoice.
- **Replacement Costs (Examples):**
  - 60" Round Folding Table: \$200
  - White Folding Chair: \$50
  - Tablecloth: \$30
  - Garbage Bin: \$50
- **Excessive Cleaning:** Items returned with excessive dirt, food, mold, or other contaminants requiring specialized cleaning beyond standard laundering will incur an additional cleaning fee, deducted from the deposit.

## 8. CANCELLATION POLICY

- **Full Refund:** Client may cancel this Agreement and receive a full refund of all payments, including the Security Deposit, if cancellation is made **30 (thirty) days or more** prior to the Event Date.

- **Partial Refund/Fee:**
  - Cancellations made **between 10 and 29 days** prior to the Event Date will result in a forfeiture of the Security Deposit.
  - Cancellations made **less than 10 days** prior to the Event Date will result in forfeiture of the Security Deposit plus \$100.
- **No Refund:** No refunds will be issued for cancellations made day before, day of, or after the Delivery Date.

## **9. LIMITATION OF LIABILITY & INDEMNIFICATION**

Client agrees to indemnify, defend, and hold harmless Backroad Gatherings LLC, its owner, and employees from any and all claims, demands, losses, liabilities, costs, and expenses (including attorney's fees) arising out of or in connection with the use, possession, operation, or transportation of the rented equipment during the rental period, including but not limited to, personal injury, property damage, or death. Backroad Gatherings LLC is not responsible for any damage or injury caused by the improper use or placement of rental items by the Client or Client's guests/agents.

## **10. FORCE MAJEURE**

Backroad Gatherings LLC shall not be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, labor disputes, natural disasters, epidemics, or government regulations. In such an event, Backroad Gatherings will make reasonable efforts to reschedule the rental or provide a credit for future services, at its sole discretion.

## **11. GOVERNING LAW & DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Utah**. Any disputes arising under this Agreement shall be resolved in the appropriate courts located in [Iron County, Utah, or other relevant county].

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any modification to this Agreement must be in writing and signed by both parties.

## **13. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.