



5901 California Ave, Ste 100  
 NASHVILLE, TN 37209  
 www.musiccitytents.com  
 615-298-9222 Phone  
 615-333-3199 Fax

**Status: Quote**  
 Quote #: q207343

Event Beg: Thu 5/16/2019 9:00AM  
 Event End: Thu 5/16/2019 1:00PM  
 Operator: Alana Stirsman  
 Terms: In Advance

City Of Franklin  
 109 3rd Ave S  
 FRANKLIN, TN 37064

Customer #: 10180  
 615-794-2103 Phone

Job Descr: FACTORY AT FRANKLIN

Ordered By: Brittney Lindsey 615-550-6618  
 Salesman: Alana Stirsman 270-543-0530 Alana@musiccitytents.com

**Delivery Thu 5/16/2019 6:00AM**

**Pickup Thu 5/16/2019 2:00PM - 5:00PM**

Brittney Lindsey 615-550-6618  
 FACTORY AT FRANKLIN  
 230 Franklin Road  
 FRANKLIN, TN 37064

Brittney Lindsey 615-550-6618  
 FACTORY AT FRANKLIN  
 230 Franklin Road  
 FRANKLIN, TN 37064

LIBERTY HALL - NO SETUP - DROP ONLY

| Qty | Items Rented                           | Retail Each | Disc% | Each     | Price    |
|-----|--|-------------|-------|----------|----------|
| 18  | 60" Round Table<br>NO SETUP            | \$8.00      |       | \$8.00   | \$144.00 |
| 64  | 8' Rectangle Table<br>NO SETUP         | \$9.00      |       | \$9.00   | \$576.00 |
| 192 | Black Padded Folding Chair<br>NO SETUP | \$3.00      |       | \$3.00   | \$576.00 |
| 1   | Delivery Charge                        | \$95.00     |       | \$95.00  | \$95.00  |
| 1   | Early Moring Fee<br>6AM DELIVERY       | \$200.00    |       | \$200.00 | \$200.00 |

Quote valid for 30 days.

A 3% convenience fee will be added to all credit card payments.

**Quote**

I hereby acknowledge that I have read and agree to be bound by the Terms and Conditions of this agreement. I understand that Lessor will charge my credit card for the deposit amount and I understand that the remaining balance will be charged 10 days prior to the event. I agree to make sure that the items delivered are in fact in accordance with the items ordered. In the event additional items are ordered by me or one of my agents, I agree to allow Lessor to charge my credit card to pay for those items. In the event any equipment is not in good working order, I agree to call my account manager within 2 hours of the delivery so the items can replace or a credit can be given.

|                  |            |
|------------------|------------|
| Rental Retail    | \$1,296.00 |
| Damage Waiver:   | \$103.68   |
| Sales:           | \$200.00   |
| Delivery Charge: | \$95.00    |
| Subtotal:        | \$1,694.68 |
| Total:           | \$1,694.68 |
| Paid:            | \$0.00     |
| Amount Due:      | \$1,694.68 |

Signature: \_\_\_\_\_  
 City-Of-Franklin

**RENTAL AGREEMENT**

This rental Agreement is between Peachtree Tents and Events d/b/a Music City Tents hereinafter referred to as "Lessor" and the undersigned hereinafter referred to as "Lessee". The Lessee hereby agrees to rent supplies and equipment under the terms and conditions specified below. Please read the entire agreement.

**IMPORTANT:**

Equipment is not considered reserved until this agreement is signed, a credit card authorization or ACH form is completed, and a 50% deposit has been paid. All unsigned and/or unpaid orders will be treated as "estimates" and will not be reserved until this information is complete. Please sign and fill out the credit card and/or ACH form below and fax it to 615-333-3199. All credit card payments will be assessed a 3% convenience fee. To avoid the convenience fee Lessee may pay by check or ACH. If you would like to pay by ACH over the phone, please call Amy or Kirsten at 615-298-9222.

**CANCELLATION:**

Orders must be cancelled 61 days in advance of delivery date to receive a full deposit refund. Orders cancelled between 31 to 60 days of delivery date will be charged 50% of the invoice amount. Cancellations less than 30 days prior to the delivery date will be charged the full amount of the rental order other than reductions less than or equal to 10% of the equipment total which must be made up to 7 days prior to delivery. Full payment is due 10 days prior to the delivery date. Additions to the order will be honored if available.

Tent cancellations prior to 72 hours from the scheduled tent delivery date will receive a 50% refund. Tent cancellations within 72 hours of the scheduled delivery date are not eligible for a refund.

**TERMS AND CONDITIONS:**

The Lessor and the Lessee agree to be bound by the following terms and conditions of this rental agreement (hereinafter the "Agreement"):

1. Lessee hereby agrees to pay the entire amount shown on the invoice. ~~Lessee agrees to pay a penalty of 5% of the invoice amount if payment is not made pursuant to the terms herein. If the full invoice payment is not paid net 10, an amount equal to 1.5 percent per month shall be charged on the balance. If full payment is made by Lessee, Lessee authorizes Lessor to use Lessee's credit card or ACH for any add-ons placed by Lessee or any of Lessee's agents, including but not limited to party planner(s) and caterer(s). If Lessee does not authorize agent(s) to make changes to Lessee's orders, Lessee agrees to notify Lessor prior to placing the order.~~

2. All supplies and equipment (hereinafter the "Lessor Equipment") are used at the risk of Lessee. Lessor maintains its equipment in good working order and condition. Lessee agrees to maintain equipment in good working order and condition. Lessee agrees that acceptance of equipment is an acknowledgement that the equipment was delivered in good working order and condition and that Lessee is responsible for the payment of all rental charges. The Lessee assumes all responsibility for Equipment from the time it is received by Lessee until it is returned to the possession of Lessor.

~~3. Lessee assumes all risks and liability for the use and operation of the equipment, for personal injuries and property damage arising from or incidental thereto. Lessee shall protect, defend, and indemnify Lessor and hold Lessor harmless, from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature, arising out of the use, condition or operation of the equipment during the term of this agreement, provided that any such losses, damages, injuries, claims, demands, and/or expenses were not caused by the intentional misconduct and/or negligence of Lessor. Lessee shall assume defense of any suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands and expenses, and shall pay judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue with full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law, or otherwise.~~

4. Lessee is responsible for properly marking underground utilities (gas, water, electrical, sprinkler) prior to installations of staked tents. If ground is not properly marked, Lessor cannot be held responsible for any damage to utility or sprinkler lines caused by staking. Stakes are driven up to 4' depth. Tents are NEVER to be used as storm shelter! In severe weather, including but not limited to lightning, heavy rains, and high winds, the tent should be evacuated! The lessee is responsible for creating an inclement weather backup and emergency evacuation plan for the event

5. Lessee represents and warrants that Lessee has insurance against liability for injury to person and property in amounts equal to or more than a combined single limit of \$1,000,000.00 and that Lessee maintains insurance against loss or damage to the equipment in the amount equal to or more than \$1,000,000.00.

6. Lessee agrees to be liable for any loss, theft, damage, breakage or other destruction of the Lessor Equipment provided, however, that any such loss, theft, damage, breakage, or other destruction was not caused by the intentional misconduct and/or negligence of Lessor. Lessee acknowledges that the damage allowance fee of 8% may not cover the damages and Lessee agrees to pay any amount in excess of damage allowance fee for replacement of items. Missing/stolen items are not considered damaged and will be billed to Lessee at full replacement cost including shipping and handling fees. In the event the equipment is not in good working condition, Lessee agrees to call Lessor within 2 hours of delivery and Lessor will replace the item or offer Lessee a refund for the non-working item. In the event Lessee fails to call Lessor within 2 hours of delivery, no credit or refund will be offered.

7. There is a \$200 minimum equipment order for delivery (\$1,000 on weekends) in Lessor's regular service area which may be higher during certain months. Lessor may assess an additional charge or require a higher minimum order for locations outside of Lessor's regular service area or which impose more hazardous delivery conditions.

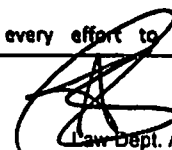
8. All rental charges quoted apply to one-day rentals unless specified otherwise in this Agreement. All rental charges are based on the Lessor Equipment being returned stored in the same containers or packaging in the same way it was delivered. Lessor will deliver china, glassware, silver and utensils for serving in special containers and Lessee agrees to utilize these special containers to package and return these items. Lessee agrees that the Lessor shall be entitled to charge an additional amount equal to 15% of the invoice amount if Lessee fails to return the Lessor Equipment in the manner described herein. Rental charges begin when the goods are received by Lessee and continue until such goods are returned to the possession of the Lessor.

9. Lessee agrees to pay a basic delivery charge of \$3.95 per mile from Lessor's business location for delivery and pick-up with a minimum delivery charge of \$95.00. Lessee agrees to pay an additional delivery charge of \$95.00 for each additional truck used by Lessor to deliver large orders. Delivery charges are for ground floor delivery and pick-up during normal business hours between 9:00 a.m. and 5:00 p.m. Lessee acknowledges and agrees to pay additional labor fees if Lessor is required to use stairs, elevators or longer than normal foot distance on pick-ups and deliveries or as a result of on site delays. Lessee acknowledges and agrees that Lessee is aware that delivery charges do not include set-up and/or breakdown of equipment. At the request of Lessee, the Lessor will provide these services for an additional charge.

10. All rentals should be carefully packed in a clean, dry location that is convenient for pick-up. Items damaged from water or weather elements will be subject to an additional charge. All flatware and serving pieces and china must be rinsed and free of food residue after use. Lessee agrees that it will not transport or move Lessor Equipment from the delivery location. Lessee represents and warrants that the Equipment will only be used inside locations unless otherwise agreed to in writing by Lessor. Lessee further acknowledges and agrees that Lessee assumes all risk, liability and responsibility for all damage to Lessor Equipment if the Lessor equipment is delivered or moved to a second location.

11. Lessee acknowledges and agrees that the counting and inventory of all Equipment will be conducted off site by Lessor and that Lessor will deliver within 72 hours an itemized statement to Lessee identifying Equipment that is missing, damaged or destroyed. Lessee agrees to pay the repair or replacement cost for all items identified on Lessor's statement as additional charges within 10 days from receipt of the itemized statement. If requested by Lessee in writing, Lessor will count the inventory on site for an additional charge.

12. Delivery and pick up times are estimated and not guaranteed. Lessor will make every effort to honor requests, but actual



times may vary due to truck routing, event location, scheduling and traffic. Lessor will do its best to contact Lessee in the event of a significant change in delivery and/or pick up time. Depending on the size and complexity of the event and facilities, Lessor may require an extended load-in window free from all other vendor traffic with undisturbed access to elevators and/or loading dock areas.

13. Each item has a replacement value. Linens lost, torn, burned, soiled or those that cannot be cleaned and restored including but not limited to damage from wine, candle wax, etc., are subject to a replacement fee equal to four times the rental cost in addition to the rental charge. Because of mold and mildew, LESSEE ACKNOWLEDGES THAT ADDITIONAL CHARGES WILL BE CHARGED FOR LINENS PLACED IN PLASTIC BAGS. All linens must be returned dry and free of debris.

14. This Agreement and attachments shall constitute the entire Agreement between the Lessor and Lessee. The Parties hereby acknowledge and agree that there are no other agreements, understandings or representations written or oral that exist other than the terms incorporated herein. This Agreement may not be modified or amended in any respect during the full term of this Agreement except by a written document executed by both parties hereto.

15. This Agreement shall be governed by and construed according to the laws of the State of Tennessee. ~~In the event of any dispute, claim, question, or disagreement arising out of or relating, either directly or indirectly related to, or references this Agreement or the breach thereof, including any tort claims then either party shall submit the dispute to binding arbitration under the rules and procedures established by the American Arbitration Association, and the decision of the arbitrator shall be binding on all Parties to this Agreement. All arbitration proceedings shall be conducted in Davidson County, Tennessee and shall be governed and interpreted pursuant to the laws of the State of Tennessee. Venue and jurisdiction for any judicial actions brought to enforce any arbitration award or order shall lie exclusively in the state courts or the federal courts of Nashville, Davidson County, Tennessee. If any action or proceeding is brought to enforce any of the obligations under this Agreement, due to a breach of any of the obligations under this Agreement or as a result of any other issues directly or indirectly related to or that references this Agreement, including any tort claims the Lessor shall be entitled to recover all damages incurred as a result of such action or proceeding, including, but not limited to, costs and expenses of enforcing this Agreement (whether awarded or awardable by a court or not), arbitrator's fees, arbitration expenses and reasonable attorney's fees. Notwithstanding the foregoing the Lessor in its sole, absolute, unlimited and unconditional discretion may file an action in the general session court of Davidson County, Tennessee if the amount owed to Lessor is \$10,000.00 or less. The Lessee agrees that Lessee will not raise or assert the lack of mutuality of remedies in any action under this Agreement.~~

I hereby acknowledge that I have read and agree to be bound by the Terms and Conditions of this agreement. I understand that Lessor will charge my credit card for the deposit amount and I understand that the remaining balance will be charged 10 days prior to the event. I agree to make sure that the items delivered are in fact in accordance with the items ordered. In the event additional items are ordered by me or one of my agents, I agree to allow Lessor to charge my credit card to pay for those items. In the event any equipment is not in good working order, I agree to call my account manager within 2 hours of the delivery, so the items can be replaced, or a credit can be given.

By signing this agreement, the Lessee and affiliated associates agree to the above terms and conditions.

Signature: Eric S. Stuckey Date: 5-9-2019

Print Name: Eric S. Stuckey Company: CITY OF FRANKLIN

Approved as to Form:  
ym  
Tiffani M. Pope, Staff Attorney

**CREDIT CARD AUTHORIZATION**

Company Name: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

\_\_\_\_\_ Type Card: Amex/Visa/Master  
Credit Card #:

Expiration Date: \_\_\_\_\_ Verification Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home #: \_\_\_\_\_ Work: \_\_\_\_\_

Cell #: \_\_\_\_\_ Fax: \_\_\_\_\_

**ACH BANK INFORMATION**

ABA # \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name on Check \_\_\_\_\_

Account # \_\_\_\_\_

Lessee understands and agrees to the terms as set forth in this agreement. Lessee agrees to pay and authorize Lessor to hold a credit card and bank information as security for rentals and to charge for services provided. ~~Lessee authorizes Lessor to charge the credit card or ACH for any additions to the order placed by Lessee or any agent who is working on Lessee's behalf including but not limited to event planner(s) and caterer(s).~~ Lessee agrees to pay for any lost or damaged item within 10 days of being notified of said loss or damage. Lessee further agrees that in the event Lessee's credit card becomes invalid or ACH or check is returned, services may be withheld until a payment is provided. Lessee understands agrees to contact Lessor, in writing, to contest any contested charges, and will give Lessor 30 days to resolve the matter before Lessee contacts the credit card company or bank.

Signature: \_\_\_\_\_

