

SOUTHERN EVENTS

PARTY RENTAL COMPANY

101 Alpha Drive | Franklin, TN 37064 | Mail P.O. Box 680428 | Franklin, TN 37068
 Phone 615.595.8508 | Fax 615.595.8509
 info@southerneventsonline.com | www.southerneventsonline.com

Status: Reservation**Contract #: 113325****Event Beg: Mon 5/13/2019 4:00PM****Event End: Mon 5/13/2019 8:00PM****Operator: Summer Sheldon****Customer #: 3820****Franklin Fire Department****615-791-3270 Phone**

109 3rd Ave Southe
Suite 130

Job Descr: Award ceremony 2019**Franklin, TN 37064****Ordered By: Marlena Desantis 615 550-6757****Salesman: Summer Sheldon 615-595-8508 summer@southerneventsonline.com****Delivery Mon 5/13/2019 9:00AM - 2:00PM**

Trisha 615-566-6224
 Williamson Co. Enrichment Center
 110 Everbright St.
 Franklin, TN 37064

Pickup Tue 5/14/2019 9:00AM - 12:00PM

Trisha 615-566-6224
 Williamson Co. Enrichment Center
 110 Everbright St.
 Franklin, TN 37064

Trisha is contact with Enrichment Center

Marlena is contact for rental/ w/Fire Dept
 615-550-6757

| Qty | Items Rented | Each | Price |
|-----|--|----------|----------|
| 18 | STAGING - 4' X 4' DECK | \$0.00 | \$0.00 |
| 2 | BLACK BOX-PLEAT STAGE SKIRTING - 21' L X 24" H | \$25.00 | \$50.00 |
| 2 | STAGE STEPS - METAL 3 STEP SET W/ HAND RAIL (4' W X 24" HEIGHT ONLY) | \$80.00 | \$160.00 |
| 25 | STAGE LEGS - 24 IN | \$0.00 | \$0.00 |
| 1 | STAGING: 2 FT - 16' X 16' | \$560.00 | \$560.00 |

Total for 00080 \$770.00

| Qty | Items Rented | Each | Price |
|-----|--|---------|---------|
| 1 | SERVICES: DELIVERY Please note your delivery window listed at the top of your order. We typically require a 2-4 hour window for delivery and pickup. For example, if you are scheduled between 8am and 10am our staff may arrive as early as 8am or as late as 10am. If you require an exact time/guaranteed time additional fees may apply. | \$35.00 | \$35.00 |
| 1 | SERVICES: PICK UP Please note your delivery window listed at the top of your order. We typically require a 2-4 hour window for delivery and pickup. For example, if you are scheduled between 8am and 10am our staff may arrive as early as 8am or as late as 10am. If you require an exact time/guaranteed time additional fees may apply. | \$35.00 | \$35.00 |

Total for 99899 \$70.00

~ 24 HOUR CONTACT | JEFF: 615-971-1905 | ERIC: 931-215-6413 | SCOTT:
931-314-9914 | JILL: 615-289-1655 | CHIP: 615-289-1675~

Rental Contract

3% Credit Card Fee Removed when paid by cash or check.

| | |
|-------------------------|-----------------|
| Rental Services | \$770.00 |
| Damage Waiver: | \$69.30 |
| Delivery Charge: | \$70.00 |
| Total Savings: | \$167.86 |
| Subtotal: | \$741.44 |
| CC Fee: | \$22.24 |
| Total: | \$763.68 |
| Paid: | \$0.00 |
| Amount Due: | \$763.68 |

Signature:**Franklin Fire Department**

RENTAL TERMS & AGREEMENT

This rental agreement is between Southern Events Party Rental Company ("SE") and the Customer("client") listed on the event reservation. The client agrees to pay SE the stated rental rate(s) for the entire rental term with any other charges accruing under the contract, rental item care policies and all below stated terms.

PLEASE READ THIS AGREEMENT CAREFULLY, SIGN BELOW, AND COMPLETE YOUR DEPOSIT.

A large print .pdf of this document is available upon request. The electronic signature will be deemed the equivalents of originals.

Your order is not secured until these items are completed. All unsigned contracts will be treated as a quote and will not be delivered. This reservation is valid for 5 business days after that time your reservation will be changed back to a quote and pricing and availability can no longer be guaranteed as stated on this reservation.

*****Once we receive your signed documents and payment, we will then consider your order secured*****

SECTION 1: PAYMENT / FEES / CC AUTHORIZATION / ORDER CHANGES / CANCELLATIONS**PAYMENT:**

A non-refundable payment of 50% of your reservation total is required as a deposit to hold items upon placement of order. If additional items are added to your order after your initial payment, additional deposit fees may be required. Items added to your order are considered final/confirmed after your deposit is paid.

The balance is to be paid no less than FIVE BUSINESS DAYS prior to delivery, unless pre-approved terms have been arranged. Our delivery staff/drivers do not accept payments. If your payment is not received by noon on the date due the card on file will be charged for the balance due. Any rental additions after final payment will automatically be charged to the card on file.

FEES:

Client agrees to pay all fees associated with rental item reservation to SE. These fees to include rental items, damage waiver, sales, delivery charge, CC fee, and fuel surcharge.

Damage Waiver: SE charges a non-refundable damage waiver fee of 9% on all rental items before tax to cover routine breakage and damage to rental equipment. If damage or breakage exceeds the normal amount or if loss occurs, the client agrees to pay additional amounts to repair or replace the damaged equipment.

Damage resulting from use of the rental items in violation of any provision of this agreement or violation of any law, ordinance or regulation, improper use, improper storage/transport, not following use instructions, lost and/or stolen items, and weather are not covered under the damage waiver fee. Replacement costs will be charged to the client for items not included under the damage waiver.

Sales: Optional set up/break down services

Tables - \$.50 up / \$.50 down

Chairs - \$.30 up / \$.30 down

Linen Installation - \$1.00 per table linen/overlay

Delivery Charge: The charge for delivery and pickup to customer's contracted location. Minimum delivery amounts are required for locations outside of SE regular service area. Delivery charges are for ground floor delivery and pick-up during normal business hours 9am-4pm Monday - Saturday. Client acknowledges and agrees to pay additional labor fees if SE is to deliver/pick-up outside of these times; required to use stairs, elevators or longer than normal foot distance on deliver/pick-up; as a result of on site delays.

It is the responsibility of the client to ensure a reasonably safe, secure, and accessible site.

CC Fee: All credit card payments will be assessed a 3% convenience fee. This fee will not be charged if payment is made by check.

Should fuel prices spike unexpectedly, SE reserves the right to charge an additional fuel surcharge for delivery and pick up of your order. This fee will be reasonable, and we will give notice prior to delivery/pick up and prior to charging your credit card.

CREDIT CARD AUTHORIZATION

I agree to pay and authorize SE to hold my credit card as security for my rentals and to charge my credit card for services provided. I further agree that in the event my credit card becomes invalid, services may be withheld until a valid credit card is provided. I understand that I must contact SE in writing to contest any contested charges, and I will give SE 30 days to resolve the matter before I contact my credit card company.

If client wishes to pay by check a credit card authorization form must be on file for any future charges.

CHANGES TO RESERVATION:

Items held by your deposit may not be cancelled after your order has been secured. The only exception is for decreasing numbers up to 20% from original agreement on items related to guest count. These items include: glassware, flatware, china, standard chairs, tables, napkins. The final order must be submitted 2 weeks prior to the event date. Additions to the reservation will be honored if items are available.

CANCELLATIONS:

All deposits/payments are non-refundable. Customer understands at time of reservation rental items are reserved exclusively for them on their date and subsequent rental requests will be denied. Southern Events does not issue refunds and/or account credits for cancelled or modified reservations.

Cancellations within 30 days of deliver or customer pickup will be charged the full amount of the rental balance due.

SECTION 2: RENTAL ITEM CARE

ITEM STORAGE:

ALL items must be kept in a DRY and SECURE location. Items should not be left outside. ANY type of moisture, including dew or rain, will damage items such as tables, chairs, bars, furniture, etc. If items are damaged by any type of moisture or negligence, replacement fees will be charged to the client. Items may be stored under tents or solid structures such as porches, pavilions or covered patios. If extreme weather (heavy rain, side-ways rain, tornado, etc.) is expected and your items are not stored in a dry location, you are responsible for taking the necessary precautions to ensure the items will not be damaged.

SPRINKLER SYSTEMS:

If rentals are placed outside, in the vicinity of sprinklers, sprinkler systems should be shut-off prior to delivery and should remain off until all rental items have been picked up. For example, if items are delivered on Friday and picked up on Monday, the sprinkler system should remain off from Friday until Monday night. If rentals are damaged from water due to a sprinkler system, additional damage fees or replacement fees will be charged to the client.

TABLES:

Unless client has opted to pay for table set up/break down, ALL tables, must be set up and broken down by the client and returned to a dry and secure area, preferably the location in which they were originally placed. Do not staple or screw anything into the tables. Replacement fees will be charged if this occurs. If any tape is used on tables, please remove it immediately following use. Do NOT use double-stick or duct tape as it will cause permanent damage.

CHAIRS:

Unless client has opted to pay for chair set up/break down, ALL chairs must be set up and broken down by client. Folding chairs must be stacked with the padded seat facing down and strapped to pallets in groups of 25. Chiavari chairs must be stacked with chair pad pulled up to back of seat and protective cover re-applied to chair. If chairs are not stacked on pallets, or covered, a fee of .30 cents per chair will be charged to the client. If any tape is used on chairs, please remove it immediately following use. Do NOT use double-stick or duct tape as it will cause permanent damage.

LINENS:

ALL linens should be removed from tables and placed in the red Southern Events nylon bags provided with your order. If bags are not provided or if you do not have enough bags, do not enclose linens in plastic bags. All linens, including napkins, must be dry and free of debris. Do not enclose food particles, soaked linens, etc. as this will cause mold and further damage to linens not included in the damage allowance.

(Please see additional notes below regarding placement of personal items in linen bags.)

Please take great care with specialty linen styles when using a venue's tables as some venues have older tables with splits/splinters that will snag linens. This type of damage will not be covered by damage allowance. We recommend renting table pads to cover the venue's table tops.

If chair ties are used, you are responsible for removing them from chairs and untying any knots/ties BEFORE placing them in the linen bags.

CANDLE WAX IS DESTRUCTIVE. Linens with wax damage, holes, burns or permanent stains will incur a replacement fee. If linens are lost and/or not returned, replacement fees will be charged to the client. If linen bags are lost or not returned, replacement fees will be charged to the client.

Consideration should be given to the color of linen or napkin chosen for your event based on your food/beverage menu. We recommend darker colors to be used for bars, buffets, etc. where spills are unavoidable. Please consider that use of lighter colors or delicate styles such as White Hemstitch Napkins or Vintage Hankies are not the most ideal for items with heavy sauces such as BBQ, spaghetti, etc. Linens that are stained excessively will incur additional cleaning fees or replacement fees.

PERSONAL ITEMS:

Southern Events is not responsible for personal items placed in our linen bags or returned with our rental items. This also includes any linens or items provided by your caterer. If items are returned with our linens, they may be cleaned and you will be charged the cleaning fees. Fees are determined by the items' size, quantity, etc.

We are not responsible for family heirlooms, personal notions, etc. Please ensure that you notify all wait staff and event personnel if you intend to utilize personal or family heirlooms. Assign someone to secure these items immediately following your event.

CHINA/GLASSWARE/FLATWARE:

These items must be free of food particles (scrapped) or liquids and returned to their original packaging. Please return each glassware style to the correct crate. Using the wrong crates can lead to excessive breakage. If items are lost and/or not returned, replacement fees will be charged to the client. Damage allowance fees will cover the routine breakage of items, but will not cover loss, excessive breakage and/or non-returned items.

We do not recommend mixing venue/caterer-owned items along with our rental items as they usually do not get returned properly. For example, if your venue offers 100 cake plates, but you need 150, we recommend renting all 150. If your venue/caterer has flatware sets for 50, but you need 100, we recommend renting all 100 sets. We are not responsible for a venue's or caterer's items if returned with our rentals.

MISC ITEMS/DECORATIVE ITEMS/ACCESSORIES:

All other items must be returned to their original packaging/containers (cardboard boxes, tubs, bins, etc. - most are red & labeled SE) and in the same condition in which they were delivered. If containers are not returned, a replacement fee will be charged. Please remove client-added accessories, décor, flowers, etc. from items prior to return/immediately after your event. Items such as lanterns, shepherd's hooks or other decorative items should be free of decoration or candles, and returned to a central location for pick up. We are not responsible for removing client-added décor, picking up items from a separate ceremony site, removing desserts from our stands/tiers, etc. Fees may be charged for extra cleaning or returning our rental items to their original condition.

Unless specified on your order, candelabras/lanterns do not come with candles. We do offer rental of new and used candles. All candles must be returned with your rental items. Many tabletop lanterns and decorative votives include pre-filled votives, tea lights or oil votives. Please reference your order, our product lists, or ask your salesperson for more information. If wax candles are placed in our lanterns, we ask that you place a protective barrier underneath the candle such as wax paper. Mason jars or other items not exclusively intended for candle use should NOT be used with candles. Excessive wax spills/damage on any of our rental items will be charged as a cleaning or replacement fee to the client.

CHALKBOARDS:

ONLY REAL CHALK may be used on our chalkboards. You may NOT use chalk pens, chalk markers, etc. These are damaging, leaving a permanent stain on our chalkboards. A \$50 fee will be charged for each chalkboard where chalk pens or chalk markers are used.

SECTION 3: DELIVERY/PICK UP/SCHEDULING**RENTAL ITEM DELIVERY:**

Rental items will be delivered to one central location at an event venue. If multiple delivery locations for one event are required, please notify us in advance to ensure we allow sufficient staffing and time for your delivery. We ask for this information to ensure that we can stay on schedule at each event site. If your delivery takes longer than anticipated, it can delay our entire delivery schedule for the day, causing all other clients to receive their orders late. Please be courteous to our other clients!

SPECIAL DELIVERY/PICK-UP CIRCUMSTANCES:

For deliveries/pick-ups, additional fees will be incurred if rentals are carried up and/or down stairs or elevators and/or if our delivery vehicle is unable to easily access the drop off location or if items are carried long distances. Client is responsible for notifying us prior to delivery if these circumstances exist based on the event location or venue.

We always strive to ask these questions in advance of your event; however, you are responsible for communicating about any stairs, elevators, bridges, alleys, uneven terrain, hills, water-ways, narrow passage-ways, revolving doors, escalators, etc. In other words, if we are going over the river and through the woods to deliver your rentals to grandmother's penthouse, we need know about it! We ask for this information not to be difficult, but to best prepare for the delivery. We may need special equipment, additional staff and a specific delivery vehicle in order to most effectively complete your delivery/pick up. We do not want to be late to any delivery and wish to stay on time!

Please let us know if your venue/event location has a gate, loading dock, security system, etc. and provide us with the necessary details to access the property quickly.

PREPARING ITEMS FOR RENTAL ITEM PICK UP:

All rental items should be returned to one central location after your event for pick up. Southern Events is not responsible for items that are moved to other areas/rooms/buildings at your event venue. Client is responsible for returning any items that are not placed with other rentals upon pick up. If sufficient lighting is not provided for our staff to see upon pick up (outdoor/backyard events), the client is responsible for returning any items that may be overlooked upon pick up. If a venue/room is locked upon pick up or if our items are accidentally taken by client/guest/vendor, the client is responsible for ensuring items are returned to Southern Events within 1-2 business days after event. These items will be needed for other events. If items are not returned promptly, additional rental fees will apply for the duration of the items' absence.

DELIVERY/PICK UP SCHEDULE:

We will set our delivery schedule during the week of your event. Due to truck routing, event location, weather and driver scheduling, all delivery and pick up times are subject to change. Due to the volume of events that may occur on any given date/time, we cannot give you an accurate time frame for delivery or pick up more than 3 to 5 days prior to your event. We will gladly take your request for a delivery/pick up time frame (at least a 2 to 4 hour window). We make every effort to honor your request, but times may be subject to change.

We DO NOT guarantee exact times. If exact times are required, additional fees will apply. Arrangements must be made in writing prior to your event.

RECEIVING OF RENTAL ITEMS:

Upon delivery or customer pick up, clients should check all items to ensure they have the correct items, correct quantities, etc. and that all items are in proper working condition. We strive to deliver perfect orders, but we are human! If any items are missing from your order or are unsatisfactory, it is the clients' responsibility to contact Southern Events immediately so that we may assist you. Please call our main office line at 615-595-8508 and leave a message stating your needs. If you do not leave a message, or do not call us as soon as you realize there is a problem, we cannot help you.

Addendum

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

Southern Events Party Rental Company
101 Alpha Drive
PO Box 680428
Franklin, TN 37064

City of Franklin Fire Department
109 3rd Avenue South
Franklin, TN 37064

3. **Indemnification**. **Southern Events Party Rental Company**, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.


6. Entire Agreement. This Agreement constitutes the entire agreement between **Southern Events Part Rental Company**, and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

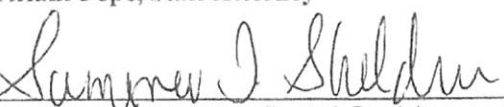
By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


Eric S. Stuckey, City Administrator
City of Franklin

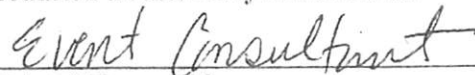
4-25-19
Date

Approved as to Form by:


Tiffani Pope, Staff Attorney


Southern Events Party Rental Co. /s/

4/19/2019
Date


Printed Name, Title