



WEST MARIN COMMUNITY SERVICES

Every one. All ways.

Event Supplies Rental Agreement

Responsibility of Use & Disclaimer Warranties

The renter is responsible for the use of all rented items. The renter assumes all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold West Marin Community Services (WMCS) harmless from and hereby release WMCS from, all claims for damage to property or bodily injury resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from WMCS negligence, from the defective condition of the items, or any other cause. The renter agrees that no warranties expressed or implied, including merchantability or fitness for a particular purpose have been made in connection with the equipment rented.

Equipment Responsibility

The renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume cost of replacement or repair, including labor costs.

A 25% discount is offered for items returned clean; this discount will be refunded at time of return. For dishes, flatware, and servicing items, clean means in condition to be rented to the next customer – no dried food, fingerprints, grease, etc. No discount is offered for glassware. If items are returned dirty, renter must pay the difference between the clean and dirty price. For tables returned dirty, a \$2 fee per table will be charged. If chairs are returned dirty, a \$1 fee per chair will be charged.

Damage Waiver

Subject to limitations and at the discretion of WMCS, WMCS agrees to modify the terms of this contract and relieve the renter of liability for accidental damage to the rented item(s) and for loss due to fire, collision, windstorm, or the like. We exclude from this waiver, however, any loss or damage due to theft, misuse or abuse, by conversion, intentional damage, mysterious disappearance or other loss due to failure to care for the rented item(s).

Equipment Failure

The renter agrees to immediately discontinue the use of rented items should it they at any time become unsafe or in a state of disrepair and will immediately notify WMCS of the facts. WMCS agrees at our discretion to adjust rental charges, this provision does not relieve renter from obligations of this rental agreement. In all events, WMCS is not responsible for injury or damage resulting in failure or defect of rented item.

11431 State Route One, Suite 10, P.O. Box 1093, Point Reyes Station, CA 94956

415-663-8361 www.westmarincommunityservices.org

email: events@westmarincommunityservices.org

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Use of Equipment

Renter agrees to be satisfied with the instruction and condition of equipment rented and the proper and safe use of equipment. The renter agrees that the items will only be used for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter will protect the rented items from weather damage, breakage, unauthorized or improper use, theft, or loss while in possession of renter.

Modification Agreement

Renter can modify their order up to 3 times without a fee. Upon the 4th modification to the original order, WMCS will charge a 10% fee. The modification fee is due immediately to secure the new modified order. Modifications made within 7-days of the pickup date are at the discretion of WMCS.

Time of Return

Renter's right of possession terminates upon the expiration of rental period set forth on the contract. **Any extension must be agreed upon with at least 4 days' notice.**

Late Return

Renter shall return rented items to WMCS during regular business hours, promptly upon or prior to expiration of rental period. **A 20% fee will be charged on orders returned late.** After 3 days late, the rental rate will continue until items are returned. After 14 days late, the renters will be charge for the full cost of replacing equipment that hasn't been returned. Extenuating circumstances must be communicated clearly and in a timely manner.

Deposit and Cancellation Policy

Renter will pay a 20% non-refundable deposit at time of reservation. The deposit fee is based on the original rental order. If reservation is canceled within 7 days of pickup date, the deposit will be forfeited. If a reservation is cancelled within 3 days of pickup date or if renter is a no-show, renter will be charged an additional 20%.

Payment and Pickup/Drop-off

After receiving the deposit, the renter must pay the remainder owed when items are picked up or earlier. Rentals are for two days on weekdays and three days for weekends. Changing your order to include additional items on the day of pickup will not be accommodated. We cannot accommodate pickups or drop-offs on Thursdays or outside of business hours.



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**Event Supplies Agreement
Renter Contact Info and Signature**

By signing below, I confirm that I have read the above policies regarding use of WMCS Event Library supplies and equipment. I agree to the terms and understand that to qualify for the cleaning discount, all items detailed on the attached list must be returned clean.

Renter Name (First & Last) _____

Best phone number _____

Best email _____

Pickup Date _____ Pickup Time _____

Drop-off Date _____ Drop-off Time _____

Signature

Date

Name - Printed

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