



P.O. Box 664  
 DRIPPING SPRINGS, TX 78620  
 www.whimhospitality.com  
 512-858-9446 Phone

**Status: Quote**  
 Quote #: q25837

Event Beg: Mon 4/ 8/2024 9:00AM  
 Event End: Mon 4/ 8/2024 5:00PM  
 Operator: Siena Donatiello

Customer #: 3047

CITY OF DRIPPING SPRINGS  
 511 Mercer Street  
 DRIPPING SPRINGS, TX 78620

512-858-4725 Phone

Job Descr: Eclipse Event 04.08 | TENTS

Ordered By: Craig

Sales Rep: Siena Donatiello siena@whimhospitality.com

**Delivery Sun 4/ 7/2024 7:00AM**

**Pickup Mon 4/ 8/2024 2:00PM - 5:00PM**

Craig Rice 512-858-4725  
 MERCER STREET (CLOSED ROADS)  
 MERCER St.  
 DRIPPING SPRINGS, TX 78620

Craig Rice 512-858-4725  
 MERCER STREET (CLOSED ROADS)  
 MERCER St.  
 DRIPPING SPRINGS, TX 78620

- Onsite Contact Name and Phone #?: \*
- Any low hanging trees?: \*
- Small delivery truck required?: \*
- Gate code?: \*
- Stairs?: \*
- Set up must be complete by?: \*
- Is there a priority for set up?: \*
- Delivery Instructions: \*

Qty	Key	Items	Items Rented	Status	Each	Price
<b>(2) Frame 20'x20'</b>						
2	TF2020W	TENT FRAME 20' X 20'	TENT FRAME 20' X 20'	Rental	\$360.00	\$720.00
16	BB033-1	CONCRETE BLOCKS-500 LB	CONCRETE BLOCKS-500	Rental	\$30.25	\$484.00
16	BCBC	CONCRETE BLOCK COVER	CONCRETE BLOCK COVE	Rental	\$8.25	\$132.00
1	BT136-1	TENT FIRE EXTINGUISHER	TENT FIRE EXTINGUISHE	Rental	\$44.00	\$44.00
<b>(1) Frame 10'x20'</b>						
1	TF1020W	TENT FRAME 10' X 20'	TENT FRAME 10' X 20'	Rental	\$185.00	\$185.00
6	BB033-1	CONCRETE BLOCKS-500 LB	CONCRETE BLOCKS-500	Rental	\$30.25	\$181.50
6	BCBC	CONCRETE BLOCK COVER	CONCRETE BLOCK COVE	Rental	\$8.25	\$49.50
1	BT136-1	TENT FIRE EXTINGUISHER	TENT FIRE EXTINGUISHE	Rental	\$44.00	\$44.00
<b>Delivery &amp; Labor</b>						
1	J78758	DELIVERY	DELIVERY	Delivery	\$175.00	\$175.00
1	BSUNDAYDEL	TENT SUNDAY DELIVERY	TENT SUNDAY DELIVERY	Retail	\$1,500.00	\$1,500.00
1	B.LABOR	TENT LABOR	TENT LABOR	Retail	\$800.00	\$800.00
1	BBEFORE/AFTER	TENT BEFORE/AFTER HOURS	TENT BEFORE/AFTER HO	Retail	\$450.00	\$450.00
1	JDW3	DELIVERY WINDOW-3 HOUR	DELIVERY WINDOW-3 HO	Delivery	\$85.00	\$85.00

**Quote valid for 30 days.**

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

CITY OF DRIPPING SPRINGS

Rental:	\$1,840.00
Damage Waiver:	\$220.80
Sales:	\$2,750.00
Delivery Charge:	\$260.00
Subtotal:	\$5,070.80
Surcharge:	\$61.82
<b>Total:</b>	<b>\$5,132.62</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$5,132.62</b>

RENTAL AGREEMENT - TERMS AND CONDITIONS OF RENTAL

For the purposes of this Rental Agreement, "Whim" shall mean Whim Hospitality, LLC, dba Whim Event Rentals and its employees. "Customer" shall mean the customer, its agents, and/or employees. Whim hereby agrees to rent to Customer the equipment described on the face of this Agreement or in attached schedules (the You and your representative, agent, or principal shall be responsible for and shall pay Whim Event Rentals all charges hereunder. A 50% deposit is required to confirm "Rental Equipment") in accordance with the following terms and conditions:

1. CHARGES AND PAYMENTS

Customer shall be responsible for and shall pay Whim all charges hereunder. A 50% deposit is required to confirm the order. Payments can be made by credit card or check. The final balance is due two weeks before the event date. Any additions to the rental contract after the final payment must be paid in full prior to delivery/pick-up. Overpayments will be refunded after the event has concluded.

2. PHYSICAL CONDITION OF RENTAL ITEMS

Customer acknowledges that in taking the Rental Equipment, Customer has examined it, saw it in operation (if appropriate), and is aware of its condition and that it is in good condition. It is Customer's responsibility to return the Rental Equipment to Whim in the same condition that it was received.

3. USE OF ITEM(S)

Customer acknowledges that the instruction given by Whim in the proper and safe manner of using the Rental Equipment was adequate or that Customer has read all manuals, written operating instructions and warnings as supplied for the equipment. Customer further agrees that the Rental Equipment will be used only at the address designated and only for the purpose for which it was manufactured and intended. Subleasing or improper use is prohibited.

4. RESPONSIBILITY OF RENTAL EQUIPMENT

From the time Rental Equipment is rented until it is returned, Customer is responsible for it. If the Rental Equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, Customer shall be responsible for all charges, including labor costs, to replace or repair it.

5. ITEMS FAILURE

Customer agrees to immediately discontinue the attempt to use the Rental Equipment should it at any time become unsafe or in a state of disrepair and will immediately notify Whim of disrepair. Whim shall not be responsible for any injury or damage resulting from failure or defect of Rental Equipment.

6. TITLE, OWNERSHIP, AND EXTENSION OF CONTRACT TERM

The Rental Equipment is Whim's property and is rented to Customer subject to this Rental Agreement for rental charges and for the period of time noted on the contract. If Customer wishes to extend the term of this rental beyond the time and date specified in the Rental Agreement, Customer must immediately notify Whim to request approval. If this Agreement has not been extended and Customer fails to return the Rental Equipment when due; Whim will enforce its property ownership under this Agreement and may retake the Rental Equipment at any time. Customer hereby waives any right of action against Whim for such entry and retaking. FAILURE TO RETURN RENTED PROPERTY UNDER THE TERMS OF THIS CONTRACT MAY SUBJECT CUSTOMER TO CRIMINAL PROSECUTION.

7. DAMAGE WAIVER

Upon payment of the nonrefundable damage waiver charge specified on the face of this Agreement, subject to the limitations and exclusions below, Whim agrees to modify the terms of this contract and relieve Customer of liability for accidental damage to the Rental Equipment for the loss due to fire, windstorm, upset, and riot. We exclude from the waiver, however, any loss or damage due to theft, burglary, collision, misuse, abuse, theft by conversion, intentional damage, disappearance, or any loss due to your failure to care for the Rental Equipment, including damage as a result of leaving Rental Equipment out in the rain or in a sprinkler system. In the event of loss or damage not covered by the damage waiver exclusion, Customer will be charged for the full replacement cost of the Rental Equipment.

8. CANCELLATION

If Whim receives written notice from Customer of cancellation of the event more than 30 days prior to the Event Date, Client will be entitled to a full refund of the Deposit. If Whim receives written notice from Client of cancellation of the event between 14 and 30 days prior to the Event Date, Client will be obligated to pay to Whim 50% of the Rental Fee. For any cancellation received by Whim Event Rentals less than 14 days prior to the Event Date, Client will be obligated to pay the entire Rental Fee.

9. CUSTOMER PICKUP

Customers picking up Rental Equipment may do so during regular business hours only. Weekend rentals are due back on Monday following the weekend event or as specified in the Rental Agreement. Customers must ensure that their vehicle is appropriate for transporting the Rental Equipment and must bring necessary pads, blankets, tie downs and other items needed to protect their vehicle from damage and to ensure against damage to Rental Equipment. Whim reserves the right to refuse access to Rental Equipment if transporting it appears to be unsafe in the sole opinion of Whim.

10. DELIVERY

When an order is scheduled for delivery, Customer may request a time specific delivery at an additional charge. Delivery is TO THE DOOR. Additional charges will apply for stairs, steep embankments, or other hazardous or difficult delivery conditions, including anything that has to be carried beyond 50 yards. Customer hereby agrees that failure to disclose such conditions shall result in additional charges, which charges Customer hereby authorizes. Set up services are available, but are not included in the Delivery Charge. ADDITIONAL CHARGES APPLY FOR DELIVERY OR PICKUP SCHEDULED OUTSIDE OF REGULAR BUSINESS HOURS OR ON HOLIDAYS.

11. RELEASE/WAIVER/HOLD HARMLESS

Customer hereby voluntarily and expressly releases, indemnifies, forever discharges and holds harmless Whim from any and all liability, claims, demands, causes, or rights of action whether personal to Customer or to a third party, including those allegedly attributed to negligent acts or omissions. Should Whim or anyone on behalf of Whim be required to incur attorney fees and costs to enforce this agreement, Customer expressly agree to indemnify and hold harmless Whim for all such fees and costs. In the event Customer or any other participant files a lawsuit against Whim, it is agreed that such action shall be filed only in the State of Texas. Customer agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by Whim to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless Whim from any and all claims which are brought by the undersigned and/or their participants. Customer acknowledges and certifies that Customer has had sufficient opportunity to read the entire Rental Agreement and understands its content, and Customer executes it freely and without duress of any kind and agrees to the terms herein stated.

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

Date:\_\_\_\_\_