



5 Star Rental
2701 Hartlee Field Rd
Denton, TX 76208
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info@5starrental.com
5starrental.com

Ty Grant
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QUOTE
Quote #229425281

Contact

Kaylynn Stone (City Of Prosper)
(903) 267-9973
kstone@prospertx.gov
409 E First St, Prosper, TX 75078

Notes

* Extreme weather will require us to either drill or stick the tents into the ground to keep everyone safe in the Tents in place.
*Small steaks will be placed in the back of the tent along the flowerbed and concrete along the front, depending on exact layout of tents the amount of concrete might change.

Event Information








City Of Prosper (Christmas Event 2024)
Thursday, Dec 5 - Monday, Dec 9, 2024

Location / Venue

409 E First St
409 E First St, Prosper, TX 75078

Rental Items:

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
 10'X10' Marquee Tent Length: 10 ft. · Location: WH2 · Type: High Peak Frame · Width: 10 ft.	95	\$150.00	\$14,250.00
 Small Concrete Weights (If Stakes are not an option) ***With tents going on concrete with winds exceeding 15mph, it is required to secure the tent with anchors in the concrete.	110	\$15.00	\$1,650.00
 8X10 Side Walls (Solid) ***Sidewalls on a tent will not be an option if the winds are exceeding 15 mph. ALONG BACK OF TENTS AND ON EACH END OF THE THREE TENTS	5	\$35.00	\$175.00
 Bistro Lighting - Marquee Tent 10X10 (Vendor Tents) Bistro lighting installed in marquee tent *EXTENSION CORDS NOT INCLUDED*	95	\$35.00	\$3,325.00
 20'X20' Marquee Tent Length: 20 ft. · Location: WH2 · Type: High Peak Frame · Width: 20 ft.	1	\$350.00	\$350.00
 8'X20' Marquee Side Walls (Window) FOR SANTA TENT ONLY ***Sidewalls on a tent will not be an option if the winds are exceeding 15 mph.	3	\$45.00	\$135.00
 Indoor/ Outdoor Carpeting - FOR SANTA TENT ONLY (Outdoor & Indoor, priced per sq.ft.) Includes install and if going on grass or dirt staked down.	400	\$0.95	\$380.00




Bistro Lighting - Marquee Tent 20X20 (Santa Tent)
Bistro lighting installed in marquee tent
EXTENSION CORDS NOT INCLUDED

Maint. Fee
(10% of rental items. Covers: wear, tear, minor damages, processing fees)

1	\$75.00	\$75.00
1	\$2,034.00	\$2,034.00
Total		\$22,374.00



Rental Items

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
 White Picket Fence (4'X8') Wishlist View Order: 2 Priced Per Ft	800	\$5.00	\$4,000.00
Maint. Fee (12% of rental items. Covers: wear, tear, minor damages, processing fees)	1	\$480.00	\$480.00
Total			\$4,480.00

Rental Items

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
 6' Banquet Table (Wood)	95	\$19.00	\$1,805.00
 White Folding Chair Steel	190	\$3.90	\$741.00
Maint. Fee (12% of rental items. Covers: wear, tear, minor damages, processing fees)	1	\$305.52	\$305.52
Total			\$2,851.52

Services:

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
Chair Set Up Let us know how you would like everything set up and we will take care of it for you	190	\$1.50	\$285.00
Chair Take Down	190	\$1.00	\$190.00
Table Set Up Includes setup and placement of table. Linen setup not included.	90	\$2.00	\$180.00
Table Take Down	95	\$1.50	\$142.50
Total			\$797.50

Logistics

Description	Qty	Unit	Total
Standard (Drop-Off) Thursday, 12/5 [8:00 AM - 5:00 PM CST] 409 E First St, Prosper, TX 75078	1	\$800.00	\$800.00
Standard (Pickup) Monday, 12/9 [TBD] 409 E First St, Prosper, TX 75078	1	\$800.00	\$800.00
Total			\$1,600.00

Make checks payable to:
5 Star Rental
2701 Hartlee Field Rd, Denton, TX 76208
Memo: Invoice #229425281

Totals	
Subtotal	\$32,103.02
Tax	\$0.00
Total	\$32,103.02
Due on Signature	\$0.00
Due by Dec 5, 2024	\$32,103.02
Remaining Balance	\$32,103.02

Terms & Conditions

We at 5 Star Rental Rental, want to clearly communicate our policies through this agreement, with your best interest and safety in mind. We are grateful you have chosen 5 Star Rental to be a part of your celebration. We want to make this the most memorable event for you. For the purpose of this Rental Agreement, "5 Star Rental" shall mean North Texas Five Star Events, LLC and its employees. The "customer" shall mean the person or entity legally renting the items from 5 Star Rental, its agents and/or employees. 5 Star Rental and the Customer agree to the following:

1. **DEPOSIT/PAYMENT/CANCELLATION:** Rental items will be reserved only upon receipt of a 30% non-refundable deposit. A 50% non-refundable deposit is required on all tent orders. If the order is placed within 2 weeks of the event, payment in full is required which includes the 30% nonrefundable deposit. In order to properly service all of our customers we require a final count for all requests for rental items 1 week prior to the event at which time a final invoice will be provided if changes have been made. A 72 hour notice of all canceled items is required or all expenses will be charged to the customer. If circumstances require cancellation, the 30% reservation fee will be retained by 5 Star Rental as a cancellation fee. Payment for all charges is due 2 weeks prior to "Will call" or delivery unless other arrangements have been approved by 5 Star Rental. Full payment must be made for orders to be delivered. If you choose to extend your agreement beyond the agreed return date, it is understood that additional rental fees will incur. 5 Star Rental may terminate the rental at any time and retake the rental items without further notice, in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay the reasonable cost of this account or any dispute arising out of this Rental Agreement. Customer agrees to pay a monthly interest charge of 1.5% monthly for all unpaid balances.

2. **MAINTENANCE/EXPEDITED FEE:** A fee will be added on all rental items of 10%. This covers wear and tear of items along with maintaining the cleanliness and integrity of our products. This fee covers breakage due to normal wear and tear. It does not include breakage due to abuse. A 15% fee will be added to the rental cost for orders made, confirmed or changed within 48 business hours of will call pick up/delivery. The client is responsible for all rental items from the time they are signed for in store or delivered, to the time they are returned into 5 Star Rental's possession. Please check the items received prior to signing off on them. We cannot be responsible for missing or incorrect items once they have been delivered to your location or picked up in store.

3. **LINENS:** Our linens will be damaged by candle wax, ink, pin holes, duct tape, staples, glue, or any other substance that is not from normal use. Automatic replacement fees will be incurred upon discovery of any of these items. Replacement costs for damaged or non-returned items are 3 times the rental price (regular price, not discounted) for napkins, chair covers, tablecloths, overlays, runners, and all other items unless otherwise noted. You will have the option to wait in our office to observe the count/inspection upon return. Dye lots, seams, and hems may vary. Napkins are rented in packs of 10. When a special order (ie: an item that is out of stock, a custom made item, or an order that is outsourced) is confirmed or paid in full, customer will be required to fill out a "Non-Cancellation" form which states that there can be no cancellation, refund or exchange on the order within a 2 week period from the event.

4. **DISHES:** Dishes must be stacked and returned to proper crates. all dishes, stemware and utensils must be rinsed and completely food free. An extra cleaning fee will be charged if returned not rinsed. Dishes are rented by the crate and not individually.

5. **DELIVERY/PICK-UP:** Deliveries will likely be made approximately 24 hours prior to your event and pick-ups will be made the day following your event (weekends excluded) during normal business hours (M-F 8:00 - 5:00). Delivery fees are based on zip codes of the delivery area. An additional delivery fee, based on location, will be added for deliveries and pickups outside of normal business hours. An additional fee will be added for deliveries and pick ups requesting specific time frames. An additional fee will be added for deliveries involving moving items for lengthy distances or for stairs and elevators. If our driver cannot locate the items or get access to the items for pick-up, the delivery/pickup fee will apply and you will be charged a second time for the return trip.

6. **LENGTH OF RENTAL AND RETURNS:** All fees are for a 1 day rental. Additional day rental fees will be applied if rented beyond the 1 day limit. Weekends are considered a 1 day rental. For example, if you receive your items on a Friday and return them on Monday, you will be charged for 1 day rental. 5 Star Rental has the authority to alter delivery and pick up times/days to accommodate our scheduling. Customer shall be liable for all damages to or loss of the rental items. Customer shall be responsible for all costs incurred by 5 Star Rental recovering and returning damaged rental items to 5 Star Rental's premises. If the rental items are to be "picked up" by 5 Star Rental, Customer agrees to have items stacked on carts as delivered or stacked neatly in same location as delivered. A take-down fee will be assessed for items which are not ready for pick-up as described above. Customer must provide a secure storage location and Customer accepts all risk including damage to and liability relative to rental items.

7. **WILL CALLS:** Rental items may be picked up and returned at our Front Office. All will call items must be paid in full before leaving our warehouse. Customer must sign order form in office before receiving items. Customer is responsible for counting items and confirming entire order. Customer must initial order sheet in office upon returning items. Customer agrees to return items to 5 Star Rental in good condition as when received by agreed return date. If not returned on time, 5 Star Rental has the authority to charge a late fee which is a full one day rental price.

8. **PROPER CARE:** Customer shall be responsible for all damage to rental items. Damage includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, concrete, rosin or any other material. **RESPONSIBILITY OF THE ITEM REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY OR PICK UP TO THE TIME OF PICK UP OR RETURN:** Please be sure all item is secured when not in use and protected from weather.

9. **TENTS:** A 50% non-refundable deposit is taken to reserve a tent. The customer must request cancellation at least 48 hours prior to the scheduled delivery. There is an extra charge for tents erected on concrete. 5 Star Rental is not responsible for damage done by drilling or staking. Concrete anchors cannot always be completely removed and repair of the concrete may not be to original quality standards. Tents to be erected on grass, dirt or gravel, require the property owner or customer to insure that there are NO underground water, electric, utility cable or septic lines in the immediate vicinity of where the tent stakes will be placed. This is the responsibility of the renter/customer to identify ahead of time where these lines are and communicate this information to the 5 Star Rental tent installer. This may require a Dig Test by calling 800-344-8377 or 811 at least 72 hours prior to date of tent erection. All damages created by driving tent stakes into underground structures are the responsibility of the customer. Clear communication regarding ALL underground elements prior to erection is essential. Trimming tree branches so as nothing will come in contact with the tent is the responsibility of the customer prior to the tents erection. No propane or gas heaters should ever be used in a tent. Customer are required to obtain a tent permit for any size over a 20' x 20'. Please check with your city for required permits. 5 Star Rental will assist the customer in evaluating the tent site for size and surface conditions prior to the event whenever possible.

10. **WEATHER:** Tents and canopies are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions. We will not be able to set up a tent in winds of 20 mph or above.

11. **RECEIPT/INSPECTION OF RENTAL ITEMS:** Customer acknowledges that he has, or will, personally inspect the rental items prior to use and finds the items suitable for customers' needs. Customer acknowledges receipt of all items listed in the Rental Invoice and that the rental items are in good working order and that the Customer understands the proper operation and use of items. It is the Customer's responsibility to ask 5 Star Rental for operational instructions if they are not knowledgeable about safely using the items.

12. **POSSESSION/TITLE:** Customer's right to possession of the rental items begins upon the rental items leaving 5 Star Rental and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement. Time is the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing or by email. Title to the rental items is and shall remain with 5 Star Rental. If the rental items are not returned and/or levied upon for any reason whatsoever, 5 Star Rental may retake said items without further notice or legal process. Customer hereby agrees to indemnify, defend and hold 5 Star Rental harmless for any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, Customer shall notify 5 Star Rental immediately.
13. **INDEMNITY/HOLD HARMLESS:** Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless 5 Star Rental from and against any and all liability, claims, judgments, attorney's fees to the extent authorized by Texas law and costs of every kind and nature, including but not limited to, injuries or death to persons and damage to property, arising out of the use, operation, or possession by customer of the items rented, however caused.
14. **ASSUMPTION OF RISK/RELEASE - DISCHARGE OF LIABILITY:** Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented and here-under and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks or injury. Customer agrees to release and discharge 5 Star Rental from any and all responsibility or liability from such injury or damage against 5 Star Rental which customer otherwise may be entitled to assert.
15. **OPERATORS:** No operators are furnished, directly or indirectly with our rental items.
16. **COMPLIANCE WITH LAW/USE RENTAL ITEMS:** Customer agrees not to use or allow anyone to use the rental items in any illegal manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate government agencies. In the city of Denton, a permit is required for a tent bigger than 20 x 20. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant of this Agreement to 5 Star Rental or its subcontractors. Customer shall not allow any person who is not qualified or who has not received and understands the safety and operating instructions or who does not utilize all safety items required to operate the rental items to use the rental items. Customer acknowledges that 5 Star Rental has no responsibility to inspect the rental items while they are in the Customer's possession.
17. **DISCLAIMER OF WARRANTIES:** 5 Star Rental makes no warranty of merchant-ability or fitness for any particular use or purpose, either expressed or implied. 5 Star Rental shall not be responsible to customers or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of or any failure of the rental items. 5 Star Rental shall not be responsible for any defect or failure unknown to 5 Star Rental. The customer's remedy for any failure of or defect in the rental items shall be termination of the rental charges at the time of failure, provided that the customer notifies 5 Star Rental immediately of such failure and returns the rental items to 5 Star Rental within twenty-four (24) hours of such failure. 5 Star Rental is not responsible for injuries from any item including staging.
18. **SUB-RENTAL/LOCATION OF RENTAL ITEMS:** Customer agrees not to sublet, loan or assign the rental items from the address at which Customer represented they were used. Responsibility of the items remains with the customer from the time of delivery or pick up to the time of pick up or return. Please be sure all items are secured when not in use and protected from weather.
19. **DEFAULT:** Should customer in any way fail to observe or comply with any provision of this Rental Agreement, 5 Star Rental may, at its sole discretion, terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owned.
20. **RETAKEING OF RENTAL ITEMS:** If for any reason it becomes necessary for 5 Star Rental to retake the rental items, Customer authorizes 5 Star Rental to retake rental items without notice or further legal process and agrees that 5 Star Rental shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.
21. **LEGAL FEES:** In the event an attorney is retained to enforce a provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding in an amount to be determined by the court.
22. **NOTICE OF NON-WAIVER/SEVER-ABILITY:** Any failure of 5 Star Rental to insist upon strict performance by Customer in regard to any provision of this Rental Agreement shall not be interpreted as a waiver of 5 Star Rental's right to demand strict compliance with all other provisions of this Rental Agreement or shall be sever-able so that the enforce-ability, invalidity or waiver of any provision shall not affect any other provisions.
23. **MOVING OF NON-RENTAL ITEMS:** 5 Star Rental is not liable for any damage arising from customer-requested moving of non-rental items, including, but not limited to, furniture, vehicles, plants, lights, etc.

Payment Policy

All debts owed for this contract are due within 0 days of the events conclusion.

General Cancellation Policy

You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 8 days prior: no cancellation fee
- 7 days prior: 50% of contract total, less deposit (if refundable)

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Signature

Printed Name

Date