

ADDENDUM TO STANDARD RENTAL CONTRACT FOR THE RENTAL OF PARTY AND/OR TENT EQUIPMENT

PLEASE READ, SIGN AND FAX BACK TO 949-7074 SECURE RESERVATION

1. PROPRIETARY RIGHTS. The ideas, concepts, designs, suggestions, price quotes and other information ("Information") contained in our Proposal or other communications belongs to Us. We are submitting the Information to You to help You determine whether You wish to engage Our services. You agree not to disclose the Information to anyone other than for this purpose. You agree to return this Proposal to Us upon request.

2. PROPRIETARY DESIGN NOTICE. The designs, Drawings, photographs and other renderings ("Design Items") that may be contained in this Proposal belong to Us, and should not be copied, published, or used without Our written permission. We are providing these Design Items to help You determine whether You wish to engage Our services. You agree not to disclose the Design Items to any other party. You agree to return the Proposal to Us promptly upon request.

3. CANCELLATION. All confirmed rental orders that are cancelled less than 24 hours before the event start time will be subject to a handling charge of 50% of the total rental charges to compensate for lost rentals. Once our truck is loaded the payment is non-refundable or billings will be made to 100% of quote for any reason including weather.

4. PAYMENT. You will provide Us with a final count of the Rental Items You will require at least 10 days prior to Your event, at which time We will present to You an invoice for the total Rental Charges. Full payment is due at least 5 days prior to Your event. No orders will be scheduled for delivery until final payment is received. Payment shall be made by cash, cheque, Visa, Mastercard or AMEX.

5. DELIVERY AND PICKUP. Delivery and Pickup shall be at Our convenience. You grant Us (Our agents and employees) the right to enter Your premises for the sole purpose of Delivery, Installation and Pickup of Our Rented Equipment and Goods. You agree to pay a Service Charge of \$50 for each extra Delivery or Pickup call occasioned by You and required of Us.

6. DELIVERY LOCATION. Delivery must be made to, and Equipment kept in, a sheltered location protected from the elements.

7. CHAIRS AND TABLES. Chairs and tables will be stacked and/or bagged. They must be stacked and bagged by You for Our Pickup. There is an additional charge for set-up, bagging and knock down. This service must be requested in advance to allow for personnel scheduling.

8. CARE OF EQUIPMENT. You agree to:

- a. Pay a reasonable cleaning charge for any Equipment or other Items returned dirty.
- b. Protect Equipment and other Items from the elements during the time of delivery, use, storage, and waiting period before pickup.
- c. Rinse and repack dinnerware (flatware, glassware, china, and serving pieces) and return them in the boxes or containers in which they were delivered.

9. REPAIR OR REPLACEMENT. You agree to pay for any damage to or loss of the Goods while in Your possession, regardless of cause, reasonable wear and tear excepted. Accrued Rental Charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen Goods. Goods not returned when due, or damaged beyond repair, will be paid for at their fair market value when rented. You agree to bear the cost of repairs, weather performed by us or, at Our option, by another. You agree to pay for the above stated losses, charges, and costs immediately upon receipt of Our Invoice.

10. LINENS. You agree to return all linens dry and debris free. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG – MILDEW WILL RESULT.** If there is obvious damage to linens, such as mildew, wax, excessive stains, burns or tears, You agree to pay the full replacement cost of the linens.

11. SUBCONTRACT. We may, at Our sole option, and without reducing our liability hereunder, subcontract all or any part of Our obligations under the Rental Contract.

12. TENTS

a. SITE PREPARATION. You agree to have the installation area cleared before the date and time the Tent is to be installed and to have the contents of the Tent cleared out before the date the Tent is to be taken down. You agree to: clearly mark or lay out the exact location of the Tent; be present or have a representative present at the time of the Tent erection. In order to install or take down a Tent, we must have clear unobstructed space that is larger than the Tent by a minimum of 6 feet on each side and each end of the Tent. You agree to Our standard additional charge for any delay incurred, or additional labour performed by Us, resulting from Your failure to prepare the installation site.

b. CARE OF EQUIPMENT.

- i. From the time Our crew leaves after installing the Tent until they return to remove the Tent, you agree to maintain the Rented Equipment in good condition, keeping the poles in place, all ropes tight and tied, and the walls of the Tent (if applicable) neatly folded and off the ground.
- ii. You shall not install any Equipment, framework, structure or exhibit material within 6 feet of the Tent or sides of the Tent to ensure adequate clearance in the event of high winds, storms, etc.
- iii. You shall make no alterations to the Rented Equipment without Our prior written permission.
- iv. Do not roll up and canvass or vinyl items that are wet. You are responsible for any damage caused by mildew.
- v. Signs or banners shall not be affixed to the Tent top or walls. They may be hung only from the wall rope on the side valence of the Tent, or from ropes strung between the Tent poles. **DO NOT USE TAPE (INCLUDING DUCT TAPE) ON TENT TOPS OR SIDES.**
- vi. You agree not to allow cooking, fire or any combustible materials under or within 6 feet of the Tent.

c. HOLD HARMLESS. You agree to assume the risk of, and indemnify and hold Us harmless from and against any and all claims, demands, actions, lawsuits and proceedings of every kind, including costs, expenses, and attorneys' fees for personal injury or property damage caused by, connected with, or resulting from:

- i. The delivery, loading, unloading, erection, installation, dismantling, and use of the rented tents and Related Items ("Tent").
- ii. Contact with underground wires, pipes, cables, or other obstructions.
- iii. Necessary surface repairs.

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- iv. Fire, rain, high winds, tornadoes, floods, or other disturbances of nature and other Acts of God causing Tent failure and falling objects.
 - v. Damage and/or cleaning expenses to Tent top or sides due to cooking processes under or near Tents.

d. RISK OF LOSS OR DAMAGE. You agree to pay for any Rented Tents or Related Items ("Tent") lost, stolen, or damaged while in your possession, other than by rain, storm, tornado, high winds, fire caused by lightning or other disturbances of nature or Acts of God, provided that: (i) you notify us immediately after the damage; and (ii) pay Our normal labour charges for tent re-erection if you choose to go forward with the event. You agree to pay, at Our option, either the amount necessary to repair the Tent to Our satisfaction, or the replacement cost of the Tent. You shall remain liable for payment in full of all rental charges for any lost, damaged, or stolen Tent.

e. WEATHER RELATED RISKS. Tents are temporary structures and could possibly collapse during a severe rain or windstorm. Evacuation of Tents in high winds, heavy rain, or extreme lightning is recommended. You agree that in the event of a predicted or actual storm or excessive winds, We may dismantle any previously installed Rented Tents and Related Items to ensure the safety of all persons involved. You assume all weather related risks involved in holding and outdoor, Tented event.

f. RIGHT OF INSPECTION. We shall at all times, after prompt and reasonable notice to You, have the right to enter any premises where the Rented Tents and Related Items may be located for purposes of inspecting them, observing their use, or removing them from Your premise.

Signed by person renting equipment (Please print clearly):

Name:

Signature

Date

Credit Card Type: MasterCard Visa Amex

Credit Card Number:

Expiration Date:

Name of Cardholder:

Signature of Cardholder:

Date

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