

Springfield Tent Rentals Inc. - Rental Conditions

The following conditions apply to this rental agreement unless separately agreed to in writing, to the exclusion of all other representations and warranties whether oral or in writing.

Reservations are not booked until the signed quote is received and the non-refundable retainer has been paid. This rental agreement concerns specific equipment and/or services to be supplied at the date(s) and location specified.

Delivery & Installation: Springfield Tent Rentals Inc. (herein referred to as STR), shall deliver, erect and/or install the Rented Property, as agreed, at the location specified herein on or before the start of the rental contract, and shall remove same after the end of the term. The Lessee agrees to cooperate fully and will do everything necessary to facilitate and assist STR in performing its duties hereunder.

STR shall not be obligated to erect or install the Rented Property in adverse weather conditions including but not limited to rain, wind and other factors which could make it unsafe for the employees and/or the Rented Property. Neither shall STR be obligated to install equipment in an area which it judges to be too muddy, dirty or otherwise unsuited for installation.

Pick-up Orders: Where the Lessee has chosen to pick up the items, STR shall make them available for pick up at the agreed time. The Lessee agrees to return said items to STR at or before the end of the rental term.

Permits/Licenses: The Lessee will obtain, at his/her own expense, any and all government permits and/or licenses that may be required and will indemnify and hold harmless STR for any loss or damage caused by any failure on the part of the Lessee to fulfill this obligation. If required and upon request, STR will provide unstamped tent drawings. The customer is responsible for obtaining any engineer's services required, including any and all related costs.

Site Preparation: The Lessee will provide a clear and safe worksite for the installation and erection of the Rented Property at the start of the rental term and for the take-down at the time of removal. The Lessee will inform STR of the existence of any underground utilities (i.e. phone or gas lines, septic system, water lines, electric cables, etc.) Should the Lessee fail to provide same, STR reserves the right to charge for the additional time and expenses incurred in clearing the site and ensuring it is safe or, at STR's discretion, STR may cancel this contract and keep the non-refundable retainer as liquidated damages.

Treatment of Equipment: The Lessee shall not allow or cause anything to be stapled, nailed, pinned, cemented or otherwise attached or fastened to the Rented Property or any part thereof, with the exception of masking tape, unless written consent is given by the STR.

The Lessee accepts full responsibility for protecting the Rented Property against loss due to fire, theft, flood or any other cause and agrees to indemnify STR for any loss or damage that STR is unable to recover for any reason from its insurance company. Further, STR agrees to insure the Rented Property against loss or damage caused by circumstances beyond the control of the Lessee. However, the Lessee in the event of a loss covered by insurance shall pay to STR the amount of the deductible or the cost of repairs, whichever is less.

The Lessee is solely responsible for any and all loss or damage of any type to him/herself, his/her employees, or any other person or property resulting from the use of the Rented Property however it may be caused and agrees to indemnify and hold harmless STR from all such loss or damage.

The Lessee agrees to maintain at his/her own expense Public Liability insurance in an adequate amount to protect the Lessee and STR from any and all loss or damage to property or persons of any kind while the Rented Property is in the possession or control of the Lessee or is situated on the Lessee's property.

In the event the Rented Property or any portion thereof is blown down or damaged in any way, the Lessee will immediately advise STR. STR may then, in its absolute discretion, attempt to re-erect or re-install the Rented Property as soon as it is reasonably practical. Should the Lessee suffer some loss of use of the Rented Property, STR may consider a reduction of the rental charge on application of the Lessee. Any such reduction is at the absolute discretion of STR.

Cleanup/Preparation for Pickup: All attachments and contents must be removed by the Lessee prior to the removal of the Rented Property and prior to the end of the rental term. Additional fees will apply for the removal/takedown by STR, if not done by the Lessee as above. Fold'n'stack service for tables & chairs is included in the rental of these items.

Weather: The tent vinyl is inherently waterproof; however, STR makes no warranties or representations with respect to the tents or equipment being completely impenetrable to water and/or other elements.

Lessee agrees that in the event of a predicted or actual storm or excessive winds, STR may dismantle any equipment that has been previously installed to ensure the safety of all involved.

There will be no refunds given due to weather cancellations.

Cancellations: This agreement may be cancelled in writing by the Lessee at any time thirty (30) days or more prior to the agreed upon delivery date as stated on this contract, in which case STR will retain the non-refundable retainer. In the event that this contract is cancelled by the Lessee twenty-nine days or less prior to the scheduled delivery date, the full amount due and owing pursuant to this contract will be paid to STR and STR shall be relieved of any of its further obligations hereunder.

Location & Date Changes: Delivery location changes may be accommodated at STR's discretion and may be subject to additional delivery charges. Date changes are not permitted.

Reductions: All reductions to orders must be made at least 30 days in advance of the delivery date. The Lessee is responsible for all charges related to items removed 29 days or less prior to the delivery date. Reductions may not result in a total invoice that is less than the amount of the Non-Refundable Retainer.

Defense: STR shall not be responsible for repairing any holes left by stakes or any other damage resulting from the installation of the Rented Property, including damage to lawns or any other surface.

The liability and responsibility of STR is limited to the amount of the agreed rental and the Lessee agrees in the event of any default or breach on the part of STR under this contract to accept as liquidated damages the amount of the agreed rental herein.

STR is not responsible for any loss or damage to any underground installations or property of any kind whatsoever.

Additional Charges: The Lessee agrees to pay any additional charges that apply including, but not limited to, if:

- a) The site is not ready or accessible when the crew arrives, including location of underground utilities;
- b) The Rented Property is not ready for removal at the agreed pickup/teardown time;
- c) Customer requires pickups before or after normal business hours;
- d) Site requires custom tent installations (i.e. decks, immovable obstructions, etc.).

These Rental Conditions form part of the Rental Agreement. By signing the Rental Agreement, the Lessee acknowledges that s/he has read, understood and agreed to the above rental conditions.

Print Name

Customer Signature

Date