

## CONTRACT/RENTAL AGREEMENT

Our Rental Policies: Please read and understand our policies before placing an order. If you need clarification or have any question, please ask first. Do not place an order if you do not agree to our policies. Please note, **all payments are non-refundable.**

1. Reservations and Deposits: Reservations are made on a first come, first served basis. No reservation is complete until we have a signed copy of the rental agreement and a deposit, greater than or equal to 30%-50% of your total – **no exceptions. You are not booked until your deposit is paid. Deposit is due one week after the time of booking. Rental Agreement is due back to us within 48 hours after you receive it.**
2. Changes to Reservation: If you need to make change to your order, we will allow you to change your paperwork up to two times for no additional cost. Any changes made after that are subject to a \$25 fee per change, does not matter whether you are adding one item or numerous items.
  - a.) Party Cadd Layouts: once we have received a deposit and have a signed contract we will provide 2 Party Cadd layouts at no cost. Any additional Party Cadd layouts are subject to a \$25 fee each.
3. Payments: Person who makes reservation is responsible for payment. If you are ordering for someone else, it is your responsibility to get reimbursement from him or her. We accept Visa, Mastercard, Discover, cash and pre-approved checks. If you are paying with a credit card, there will be a 3% credit card processing fee for American Express. If paying by a check, you must mail in your final payment at least 2 weeks before the day your equipment is scheduled to be delivered. **WE DO NOT ACCEPT CHECKS OR CREDIT CARDS UPON DELIVERY!**
4. Cancellations: If you cancel, all payments will be retained as a credit on file for 1 year for you to use for a future rental, this excludes deposits on Restroom trailer (see number 7). You will not lose your money, but you will not receive a refund. If you cancel within 30 days of the date of your event, you will lose any payments made and no credit will be given, unless cancellation is weather related within reason. Once we leave our warehouse to make your delivery, we are to be paid in full – No Exceptions.
5. Deliveries: Customer must call "Miss Utilities" and have underground utilities marked before we show up to deliver your equipment. Tents 4 Rent, Inc., will not be liable for any damage to underground utilities or interrupted services to utilities including but not limited to gas, electric, water, cable, phone, sewer, internet, etc. We set the delivery time. We have numerous deliveries to make and you need to accept the delivery at the time you are scheduled. An additional charge will be assessed for weekend setup or break down if requested by customer. We give a four hour window and rarely run late, if ever. If you require a certain delivery time, you will be charged an additional fee. Person accepting delivery must be 18 years of age or older with proper identification. Upon delivery, payment is to be received and all paperwork is to be signed before equipment is setup. If we have to wait on you at delivery time, we charge \$50 an hour, per man on the job after waiting 10 minutes for any reason. **HAVE SETUP SITE READY BEFORE WE ARRIVE FOR DELIVERY.**
6. Setup of Equipment: All equipment is to be delivered to ground level and we need to be able to get the delivery vehicle within 100 feet of setup/delivery area. If equipment has to be carries more than 100 feet, an additional fee of \$65 per person, per hour will be charged. Area where equipment is to be setup needs to be clean and clear of debris, sticks, rocks, trash, dog dirt, etc. **WE DO NOT SETUP OR BREAKDOWN tables and chairs.** Setup and breakdown of tables and chairs is available for those that need it for an additional fee and must be discussed at the time of reservation. **WE DO NOT SETUP in mud or sand. WE DO NOT SETUP in high winds or heavy rains.** Setup site is subject to approval by Tents 4 Rent, Inc. Once equipment is setup it is not to be moved. If move is requested we will charge you a fee equal to the original rental cost of the item that is to be moved. No equipment is to be moved by the customer – **DECIDE WHERE YOU WANT THE EQUIPMENT SETUP BEFORE WE ARRIVE.**
7. Restroom Trailer: **50% NONREFUNDABLE deposit-NO EXCEPTIONS.** Trailer will be delivered with a pickup truck and we need to be able to pull Restroom Trailer to the exact setup location. Location of trailer must be free from all hazards and obstacles including tree limbs, shrubs, etc. Once trailer is setup, it is not to be moved. No trailer is to be moved by the customer at all – **DECIDE WHERE YOU WANT THE TRAILER BEFORE WE ARRIVE. An additional delivery fee may apply.** The trailer needs to be within 125 ft. of power with access to at least a 20amp breaker, preferably a 30amp breaker. The Restroom trailer will need to be plugged into a separate circuit. Generators are also available to rent if you do not meet the minimum power/electrical requirements. We will provide 100 ft. of water hose. Any addition hose that is needed will need to be supplied by the customer. Please do not flush anything other than toilet paper. There is absolutely no smoking in the trailer nor any candles burned. There will be a minimum fine of \$200.00 for any smoke smell, cigarette/cigar butts, ashes, etc. found in the trailer. Customer will be 100% responsible for any damage or for excessive cleaning. Please see Damaged and Missing Equipment section of this agreement.

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Initial and date

8. Damaged or Missing Equipment: You will be charged for any equipment that is damaged or missing while in your possession unless damage is a result of the weather or acts of God. Customer is responsible for any man made or animal made damages. Repairs or cleaning are billed at \$85 per hour plus materials. If equipment is not repairable, you will be charged full replacement cost, plus all taxes and delivery fees.
9. Weather: We do not setup in high winds, heavy rain or temperatures below 40 degrees. Tents are temporary structures and can be dangerous in severe weather conditions including but not limited to high winds, heavy rain, snow, extreme heat, extreme cold, hail, lightning, etc. Exit tent immediately should any of these conditions arrive. **In the event of deteriorating weather conditions, if we feel the need to pick up our equipment, that is our call. If there is a threat of damage to our equipment or bodily injury, we reserve the right to pick up our equipment at any time.**
10. Tents: There is to be no heat sources or cooking of any type permitted under tenting or within ten feet of the tent. Decorations are not be attached to the tent. Frame tents are made to support the weight of the tent. Do not hang or attach anything else to the framing.
11. Tent Sides: If tent sides are rented and are removed from the tent, they are to be neatly folded and stored in a clean, dry area. If sides are dirty or damaged from improper care, you will be charged for cleaning or repair.
12. Generators: Generators are to be kept in a safe, dry area when in the customer's possession. Generators are for outdoor use only. Generators are to be refilled with regular gasoline before being returned or picked up after rental. If generator is not returned full of gasoline, you will be charged a \$35 refueling fee.
13. Customer Pick Ups: Customers picking up leased equipment are 100% responsible for that equipment, from the time it is picked up until the time it is returned. Pickups are to be done between 9:30 and 3 the day before the event (weekend jobs will be Friday pickups). If customer finds damage to leased equipment, customer is to cease use of the equipment and Tents 4 Rent, Inc. is to be notified immediately at the emergency number which is 410-490-0162. **At the time of pick up, customer will be required to leave a \$100 security deposit (cash or credit card on file).** If damage occurs while in the customers possession, cease use immediately and notify Tents 4 Rent, Inc. Customer is to return equipment by 12:00 p.m. est. or before on return date noted in contract. If not returned by 12:00 p.m., customer will be charged an additional days rental – NO EXCEPTIONS. Leased equipment will be inspected by Tents 4 Rent, Inc. at the time equipment is returned. If damage is found or excessive cleaning is necessary, customer will not be refunded the security deposit and the money will be used for repairs and/ or excessive cleaning.
14. Linens: All linens have a \$20 delivery fee-No Exceptions. Linens are to be shaken free of all food and debris. Count all linens and wrap inside of each other for pickup. Do not place in a plastic bag. Customer will be charged full replacement cost of any missing or damaged linens. Damage including but not limited to mildew, stains, burns, rips, tears, etc.

**ATTENTION: In this next section, the customer shall be referred to as the Lessee and Tents 4 Rent, Inc. shall be referred to as the Lessor.**

Lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding cost, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death of persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment leased from Lessor.

Lessee hereby releases and holds harmless lessor from injuries and damages incurred as a result of the use of said equipment, unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of an act of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

In the event of injury, damage or loss due to lessees' negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

By signing this contract, lessee agrees to forgo seeking any consequential damages in the event of any injury, damage or loss due to lessees' negligence.

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Initial and date

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed.

By signing this contract, lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining to said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

This signed agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the lessor and the lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor, shall be valid or enforceable unless in writing and signed by all parties of this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**Customer is responsible for all court cost, attorney fee or any other fees that Tents 4 Rent, Inc. has to put out in order to enforce this contract/rental agreement.**

I have read this contract/rental agreement and agree in full to its terms. Tents 4 Rent, Inc. reserves the right to cancel this agreement at any time.

Lessee Print: \_\_\_\_\_ Event Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Lessee Date of Birth: \_\_\_\_\_ Lessee Driver's License or ID# \_\_\_\_\_

Tents 4 Rent, Inc.

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Please fax, email, or mail back this page of the contract/rental agreement within 48 hours.

Thanks you and we appreciate your business!

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**410-479-TENT**  
**8368**

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Initial and date