

## Terms & Conditions

### 1. FEE SCHEDULE

In consideration of O'Neil Tent Co. (the Lessor) agreements hereunder, Lessee agrees to pay Lessor promptly all charges which accrue because of this rental, including damages to rental equipment, and that all charges are based on the time in Lessee's possession whether in use or not.

Lessee agrees to obtain and pay for any permits necessary for the installation of rental equipment in accordance with existing ordinances, if any, of the municipality in which the installation is made. Please check with your local fire department and/or building department for required permits.

In the event this Agreement is terminated by Lessee prior to the Delivery Date, (i) the deposit shall be fully refundable if notice of termination is delivered in writing at least 60 days prior to the Delivery Date, (ii) in the event the notice of termination is delivered less than 60 days but more than 14 days prior to the Delivery Date, the deposit shall be 50% refundable, and (iii) should Lessee fail to give written notice of termination prior to 14 days before the Delivery Date, the deposit shall be deemed fully earned by Lessor.

### 2. SITE PREPARATION & CONDITION

So that Lessor might deliver and erect the Rental Property at the site, Lessee shall provide unobstructed truck access to the Site together with sufficient unobstructed space at the Site for the delivery and installation of the Personal Property at the Site. Lessee also agrees to provide the same unobstructed access, and the removal of Lessee's personal property by the scheduled removal date of Lessor's Rental Property. In the event that Lessee fails to provide Lessor with unobstructed access or fails to remove such personal property from the Rental Property, or otherwise hinders the Lessor's performance in any way under this agreement, Lessee shall pay Lessor an additional fee of \$50.00 per hour per man with respect to any delays incurred or additional labor performed.

Lessor will endeavor to minimize damage to Lessee's Site including lawn plantings, underground utilities, sprinkler systems, etc. Lessee assumes the risk and releases Lessor from liability for any such damages that may occur.

### 3. DIRTY, DAMAGED OR LOST EQUIPMENT

Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty. Equipment damaged beyond repair will be paid for at its Fair Market Value when rented. The cost of repairs will be borne by Lessee, whether performed by Lessor, or, at Lessor's option, by others.

### 4. DAMAGE WAIVER

If accepted by Lessee, Lessor agrees, in consideration of an additional charge of 8% of the gross rental charges, to modify the responsibilities of Lessee created in paragraph 3 above. Lessees accepting damage waiver are not responsible for damages to or destruction of rental equipment except damage due to Lessee's neglect or misuse. Equipment damaged or destroyed must be returned to Lessor. Theft or mysterious disappearances are not covered by the damage waiver.

### 5. OTHER CONSIDERATIONS

a. Lessor and Lessee agree that said tent installation is to be used as a temporary structure, and that there is no warranty, express or implied, beyond the terms of this agreement to the use of the rental equipment furnished. Tables and chairs will be delivered in stacks and Lessee agrees to restack for removal by Lessor. Set up and take down labor can be provided by Lessor at additional cost.

b. Each of the parties hereto shall carry insurance on their own property, and property of others for which they are responsible, and Lessee agrees to carry insurance for contents of the equipment for the perils of fire, lightning, windstorm, hail, water damage, explosion, riots, civil commotion and vandalism. Lessee agrees to carry sufficient liability insurance to protect occupants or rental equipment, and to release Lessor from any liability therefor.

c. Lessor shall not be liable for delays or defaults in furnishing the rental equipment specified hereunder, if such delay, default or non-performance on the part of Lessor is caused by fires, floods, explosions, strikes, riots, acts of God, acts of a public enemy, acts of governmental authorities or any any other causes beyond the reasonable control and without fault or negligence of Lessor.

d. Installation and removal dates are "on or before" and "on or after", respectively to provide services to all customers for a given date, Lessor may extend the rental period at no additional rental cost to the Lessee. Lessee will retain liability for the rental items and Lessor will minimize time before and after specified installation and removal dates.

## Tips for a Successful Rental

We sincerely appreciate your business and pledge to do everything possible to make your rental experience a good one. Please take a moment to review the points below to help facilitate a smooth and efficient event rental.

### 1. BEFORE DELIVERY

- BE SURE TO READ THE RENTAL CONTRACT AS WELL AS THE ATTACHED TERMS AND CONDITIONS. The rental contract details the items and services we will provide. If the contract is not to your understanding, call us as soon as possible.
- DELIVERY/PICK UP CHARGES QUOTED ARE FOR STANDARD DELIVERY LOCATIONS (EASY TRUCK ACCESS, GROUND FLOOR DELIVERIES, ETC...). Additional charges may apply for deliveries that do not meet those criteria.

### 2. SITE PREPARATION

- PLEASE CALL 811 TO HAVE YOUR UNDERGROUND UTILITIES MARKED BEFORE YOUR TENT IS INSTALLED. A quick call can save you additional charges and delay in your installation.
- PLEASE DO NOT MOW YOUR GRASS BEFORE THE TENT IS INSTALLED. Please wait until after the install to avoid grass clippings from attaching to tent top.
- PLEASE BE ONSITE TO POINT OUT THE LOCATION OF THE TENT. If you cannot be there, let us know in advance and mark the site.

### 3. DELIVERY & USE OF RENTAL ITEMS

- Deliveries are usually made between 8 am and 5 pm. During the busy season, deliveries may run later than 5 pm. Our installation crew will call you a half an hour before they arrive.
- PLEASE COUNT YOUR RENTAL ITEMS TO CONFIRM THE QUANTITY DELIVERED.
- LINENS REQUIRE GREAT CARE. Normal soiling of linens happens. However, bagging damp linens can ruin them. Candle wax on linen will also ruin them. Please be sure to hang the linens to dry before pick up if they are wet.
- IT IS NORMAL FOR CONDENSATION TO DEVELOP ON THE BOTTOM SIDE OF A TENT. When temperature of the tent material is cooler than the air around it, moisture will condense on the tent. Do not be alarmed when the water starts running off.
- If there are any problems with count or quality of your rental items, please call us immediately. We cannot fix a problem we are unaware of.
- YOU ARE RESPONSIBLE FOR ALL RENTAL ITEMS FROM THE TIME THAT THEY ARE DELIVERED TO THE TIME THAT THEY ARE PICKED UP. Please provide security from the elements as well as from loss of the items until our crew accounts for all items on pick up.

### 4. PICK UP

- If you are not ready for pick up on your scheduled day, please call our office by noon the day prior to make other arrangements.
- PLEASE NEATLY STACK YOUR TABLES AND CHAIRS IN THE MANNER IN WHICH THEY WERE DELIVERED. That means all tables should be folded and all chairs returned to their bags if they were delivered that way. We offer set up and take down of tables and chairs for an additional fee, you may be charged this fee if tables and chairs are not ready for pick up.
- It is preferred that you are onsite for pick up to confirm any damages or shortages with our crew.

### 5. CUSTOMER PICK UP & RETURN

- Customer Pick Up & Return hours are from 9am to 4pm Monday through Friday.
- For pick up, we recommend you use a truck or van. If we have concerns about the safety of our equipment in your possession, we reserve the right to refuse your rental.

**If you have a problem with your rental, please call our office at 614-837-6352 before your event to make us aware of the situation. If you call after 4:30 pm, dial extension 611 to leave a message for our on call staff. They will follow up with you as soon as possible to resolve the problem.**