

## **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 the 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 Personal 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 Personal Rental Property. In the event that Lessee fails to provide Lessor with unobstructed access or fails to remove such personal property from the Rental Personal Property, or otherwise hinders the Lessor's performance in any way under this agreement, Lessee shall pay Lessor an additional fee of \$35.00 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 5% 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 for 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 other causes beyond the reasonable control and without fault or negligence of Lessor.