

RENTAL CONTRACT – TERMS & CONDITIONS

RESERVING EQUIPMENT:

Quotes and proposals do not guarantee availability of rental equipment. **Equipment and items will be reserved only upon receipt of a valid credit card, a signed rental contract and a 50% NON-REFUNDABLE deposit (cash or check).** All reserved equipment is subject to 50% cancellation fee up to 30 days before the initial installation of the event. Equipment cancelled less than 30 days from the initial installation of the event will be charged full rental price. Leavitt and Parris must receive written confirmation of cancellation. Cancellations will not be accepted over the phone. All orders placed within 30 days must make full payment when reserving equipment.

In order to properly service all of our customers we require that **all rental equipment** be provided by Leavitt and Parris.

SECURITY DEPOSIT:

For security against missing and damaged items, a valid credit card number is required as stated above. Please include this information in the appropriate location on this form. Any charges left unpaid will be billed to your credit card and an invoice of those charges will be provided to you after the event.

A \$100 surcharge will be posted to your account each time an order is changed within two days of your scheduled delivery.

FINAL PAYMENT:

Client must provide Leavitt & Parris with a final count 14 days prior to your event at which time a final invoice with balance due will be provided. Full payment is due 10 days prior to your event. **No orders will be scheduled for delivery until full payment is received.**

SITE PREPERATION:

Please be sure your site is ready, (i.e. lawns mowed, vehicles out of the way, etc.) before the crew is scheduled to arrive to install or remove rental property. If the site is not ready or accessible when the crew arrives, the client may be charged an additional fee. Client agrees to inform Leavitt & Parris of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.) or conditions that may interfere with the ability to stake and/or anchor equipment. Contact Dig Safe at (888-344-7233) for a free site evaluation at least 30 days before your event. They will issue a Dig Safe number. Customer must submit Dig Safe number to Leavitt and Parris at least 72 hours before initial installation. Please mark all underground items Dig Safe didn't, i.e. sprinkler system, etc. Client assumes all responsibility for all damage to underground equipment in absence of such notice.

ON-CALL SERVICE:

We provide an on-call service to our clients with an additional charge unless Leavitt and Parris provides in writing a "no-charge" service call.

ON-SITE SERVICE:

Client may retain the services of a Leavitt and Parris employee during an event. Additional charges apply for this service.

DELIVERY / INSTALLATION / PICK-UP SERVICE:

Leavitt and Parris may request directions to your site. If needed, please mail, email, or fax, at least 30 days in advance, detailed directions from Portland to your site with a site sketch showing landmarks, trees, shrubs, and underground utilities with an indication of where tents are to be erected.

Leavitt & Parris will do our best to accommodate client delivery requests; however, delays and changes in the schedule are sometimes unavoidable. We do try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location. The client should be available to count all items upon delivery and pickup, otherwise, the counts will be considered accurate.

Orders are typically delivered 1-3 days in advance of your event while pickups occur 1-2 days following your event.

Responsibility for equipment remains with the client from the time of delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from the weather.

Delivery fees quoted may change after site inspection.

Customer shall provide sufficient unobstructed clean space for the delivery, installation, dismantlement and removal of the leased property together with the adequate vehicle access thereto and shall designate the site for each tent and/or equipment prior to or immediately upon Leavitt & Parris' employees' arrival for installation. Leavitt & Parris shall be paid waiting time at the rate of \$95.00 per man for each hour and fraction thereof that Leavitt & Parris' employees are delayed in the performances of their work because of the failure of customer to comply with the provisions of this paragraph.

If because of ledge, rock, shale or other sub-surface conditions special anchors are required for guying the tents, canopies and marquees, the customer shall pay the additional labor and equipment costs incurred by Leavitt & Parris to stake and guy the same.

Leavitt & Parris shall endeavor to minimize damage to customer's lawn, plantings, and premises generally. However, the customer assumes the risk and releases Leavitt & Parris from any and all damages to the premises occasioned by the performance of this agreement.

CLEANUP – PREPARATION FOR PICKUP:

Missing or damaged items will be billed at retail costs.

All products must be prepared for pickup in the same manner they were delivered. Remove all paper, staples, tape, etc from all rental items. Please sweep/clean dance floor, stages and/or flooring. Please leave all rental items under the tent, clean and stacked the way it was left at the time of installation.

All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be stacked as delivered. All dishes, glassware, cooking equipment, should be returned to proper rack or container and assembled at a single location for pickup. Dishes, glasses and flatware must be well rinsed; food and particle clean. Equipment that is returned dirty will result in additional charges to client.

Linens should also be food and particle free and be shaken out and put into laundry bags provided. Linens that are returned with burns, holes, tears, or are permanently stained will be charged to your credit card and an invoice showing the charges will be submitted to the client.

Customer must remove all non-leased personal property in, on or within the leased property prior to the end of the leased term. Such personal property as is not removed as required herein may be removed from the leased property by Leavitt & Parris without notice and placed anywhere at the installation site as is convenient for Leavitt & Parris and Leavitt & Parris shall be without obligation to provide protection for the same. Customer shall pay Leavitt & Parris for such removal at the rate of \$95.00 per hour per man and portion thereof.

POLICIES:

This agreement may not be assigned by customer without express written consent of Leavitt & Parris nor may the customer sublet, dispose or remove the leased property from the aforementioned premises.

Leavitt & Parris may upon notice to customer substitute for any tent, canopy, marquee, or platform a tent, canopy, marquee or platform of equal or greater number of square feet at no additional cost.

Customer shall not permit cooking in, under or immediately adjacent to any tent, canopy, or marquee which Leavitt & Parris has not designated "available for cooking use" in the contract as a special condition.

The customer must obtain licenses and permits as required for the installation, maintenance and use of the leased property and shall furnish evidence of the same to Leavitt & Parris immediately upon request.

Title to the leased property shall remain in the name of Leavitt & Parris at all times.



CONTRACT # _____

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INDEMNIFICATION AND DEFENSE:

Customer assumes all risks for personal injury, death and property damage arising out of or incidental to the use or operation of the leased equipment. Customer hereby indemnifies, defends and holds harmless Leavitt & Parris from and against any and all claims, demands, actions or causes of action on account of personal injury, death or property damage arising out of or incidental to the use or operation of the lease equipment unless such claims, demands or causes of action arise through the negligence of Leavitt & Parris.

Leavitt & Parris certifies that its employees are insured under the appropriate Workmen’s Compensation Act and that evidence of such coverage shall be delivered to the customer upon request.

Default shall be defined as a failure to pay the Rental Amount as specified above. If the customer shall default in any payment hereunder or otherwise breach any of the terms or conditions hereof or if any execution or other writ or process of law shall be issued against the customer whereby the said leased property may be taken or detained if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the customer or customer’s property or if the customer shall enter into any agreement or composition with creditors or if Leavitt & Parris shall deem itself insecure Leavitt & Parris may immediately take repossession of the leased equipment without any court order or other process of law and may enter upon premises where the said leased equipment may be and remove the same with or without notice of its intention to do so without liability to Leavitt & Parris. Failure by Leavitt & Parris to exercise any of its rights upon default shall not constitute a waiver of such default or a waiver of any of its remedies. The rights and remedies hereunder shall be cumulative and in addition to all remedies available under the law to Leavitt & Parris. Customer does not acquire any right, title or interest of Leavitt & Parris property.

If the balance due is not paid within the time specified herein or where not specified within 30 days of billing, an amount of 1 ½ (18%) annually of the outstanding balance shall be added to the balance every 30 days thereafter until final payment is made by the customer.

All collection fees, attorney fees, court costs, or any expense involved in the collection of outstanding balances will be client’s responsibility.

This agreement shall be interpreted under and governed by the laws of the State of Maine.

If any portion of this lease agreement is determined by a court to be unenforceable, the remaining provisions shall remain in effect and be fully enforceable.

ADDITIONAL CHARGES:

Leavitt and Parris charges \$95 per man per hour for any delays incurred by the customer

Additional charges may occur if:

- (a) The customer detains the lease property beyond the “Takedown Date,” through no fault of Leavitt & Parris, customer shall be liable to Leavitt & Parris in the amount of the full rental rate for each day that the property is detained.
- (b) The site is not ready or accessible when the crew arrives
- (c) The tent and rented equipment is not ready for prearrange pickup
- (d) Delivery or pickup is from any location other than ground level (upstairs or downstairs)
- (e) All chairs and tables are not stacked and bagged as delivered for pickup
- (f) Food service items are not rinsed food-free
- (g) All additional equipment (stoves, grills, ovens, dance floor, carpet, turf, tent fabric, chairs) is left dirty
- (h) Customer requires pickups before or after normal business
- (i) Site requires custom tent installations (i.e. on asphalt, decks, immovable obstructions, concrete, etc.) if Leavitt and Parris was not notified of site conditions previously
- (j) Equipment is missing or damaged (equipment is billed at replacement value)

WEATHER:

Tents and clear span structures are temporary structures designed to handle most weather conditions; however, there may be situations that become unsafe. Evacuation of tents in high winds or extreme lighting is recommended. Client agrees that in the event of a predicted or actual storm or excessive winds Leavitt & Parris may dismantle any equipment that has been previously installed to ensure safety for all involved.

Leavitt & Parris warrants and represents that all tents, canopies and marquees have been treated for water repellency but does not guarantee that the same are waterproof.

Leavitt & Parris is not required to install the leased property when in the sole opinion of Leavitt & Parris **weather or site conditions create an unreasonable risk to Leavitt & Parris’ employees or its property.**

Damage to the lease property which is caused by the elements and cost to reinstall the same property is made necessary by the elements shall be borne by the customer to lower or collapse any and all tents, canopies and marquees and to take such other action Leavitt & Parris deems advisable in view of weather forecasts to protect the leased property. Customer is responsible for all other damages to the leased property and will indemnify and hold harmless Leavitt & Parris for those damages.

Client understands that Tents (i.e. Pole, Tension, Frame, Clearspan) are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents, to avoid possible injury, is recommended when severe weather threatens the area where the tent is erected. People must leave the tents and not seek shelter in tents during such conditions.

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. Leavitt and Parris will make the services of one of its staff available on site during the event for an additional charge to assist with weather assessment and evacuation if necessary. If client declines those services, the client understands that it is client’s responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of the tents. Client should become thoroughly familiar with evacuation procedures whether or not they decide to retain the services of a Leavitt and Parris staff member during the event.

SUMMARY:

Responsibility for equipment remains with the client from the time of delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from the weather. Be sure all equipment is returned accordingly as stated above. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

Both parties to this agreement understand and agree that the terms and conditions of this lease agreement are set forth on all pages of this document and that the same contains all agreements of the parties unless those terms are modified in a subsequent written document signed and dated by both parties.

I authorize Leavitt & Parris Awnings, Tents, & Party Rentals to use the charge card information below to pay for any purchases, rentals and other fees. There is a 3.25% (Mastercard, VISA, Discover) and 3.75% (American Express) convenience fee on all credit card transactions.

I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.

Authorized Client Signature

Date

Please print Account Name as appears on credit card statement: _____

Please print address statement is mailed to: _____

Please print type of card: _____ (Visa, MasterCard, Discover or American Express)

Please print credit card number: _____ Expiration Date: _____

Credit card security code-Amex (4-digit) is on the front/Visa, Mastercard, & Discover (3-digit) is on the back: _____

Please print signed name: _____

Authorized Signature: _____