

All Seasons Event Rental - Conditions of Rental

DEPOSIT and / or CANCELLATION: All Rental Contracts are to be paid by a 50% prepayment to reserve the items unless you are set up on credit. Order balance is due 7 days prior to the date of delivery or customer pick up. If there is a cancellation after confirmation of the order, then a 25% restocking fee will be charged if more than 7 days out. If equipment is canceled 7 to 3 days before the delivery date, the restocking will be 50%, if less than 2 days prior of delivery date, then there will be a 85% restocking fee. If canceled on site, then 100% of the order will be charged No credit will be given for unused items once delivered.

SITE PREPARATION: Customer agrees to have the site clean and clear of obstacles that prevent access or installation of the equipment. Customer agrees to an additional min. charge of \$30.00 per hour per man for any delay incurred, or additional labor performed by All Seasons, resulting from Customers negligence. Same applies on the return. All Deliveries & Pickups are to be made on ground level. Stairs or Elevator may result in extra charges All Seasons employees are not permitted to move house hold furniture.

SURFACE CONDITIONS: Customer agrees to inform All Seasons in writing of the existence of any underground pipes, cables, conduits, etc. that might interfere with the ability to stake or anchor the equipment. In the absence of such notice, All Seasons assumes that no underground obstructions exist. All Seasons is not responsible for damage to underground obstructions. Missouri Residence call 1-800-DIG RITE and Kansas Residence all 1-800-DIG SAFE. All Seasons will not be liable for surface damage from our trucks if our drivers have to drive on the property to reach the event set up site. When a tent is erected on asphalt, All Seasons will plug holes (if filling is purchased) but do not warrant asphalt will be restored to original condition.

NECESSARY PERMITS & LICENSES: Customer agrees prior to the installation of the equipment, to obtain, at the customers expense, all necessary permits, licenses and other consents.

DELIVERY / PICK UP: If a customer waives their right to be present when the equipment is delivered and/or picked up, then all shortages will be deemed correct and customer will be billed for loss. All rentals are for one day use, unless otherwise arranged: Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays). In the event rental property is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged for the replacement. No goods may be moved from the place of delivery without permission of All Seasons. Customer shall have all equipment available for pick up by All Seasons on the pick-up date listed under "Pick-up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pick-up. All equipment is to be knocked down and stacked for pickup. All china, glassware, flatware, and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse-free and air-dried to prevent staining and mildewing. All Seasons shall not be required to install equipment outdoors anytime when rains, winds, ect. That make the work unsafe for All Seasons employees and/or the leased equipment. Additional charge will be assessed for damage do to non-compliance.

PROPER USE: Customer will use the equipment only for the purpose for which it was manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state and local laws, rules and regulations. Customer will discontinue use of the equipment if it is found to be defective, in need of repair or maintenance, or otherwise not properly functioning.

SECURITY: Customer is responsible for the security of equipment from installation through takedown. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.

TENTS:

This tent product is not intended to be used as a shelter from severe weather. All Seasons assumes no liability for such use. An evacuation plan for the area covered within this tented space is imperative and shall be thoroughly posted for all users and potential occupants of the tent.

Severe weather including storm systems, moderate to severe wind, heavy rains, snow, or any condition that raises any doubt to the structural integrity of the tent are immediate signs that an evacuation is necessary. Severe bodily injury and/or death can occur.

All Seasons shall be indemnified and held harmless from any such use or injury resulting from its use.

Although the vinyl fabrics of our tents are generally water repellent, they cannot be guaranteed to be waterproof. NO cooking is permitted in or under the Tents. The smoke & heat will permanently damage the tent. Should All Seasons be unable to furnish any of the listed Tents, in the exact sizes, or any other rental equipment, All Seasons reserves the right to upgrade the quality or find a substitute product. If All Seasons is required to install tents in an area it regards as too muddy, dirty, unsafe, or unsuited for the installation, All Seasons shall be the sole judge in it's decision to install the job. All Seasons reserves the right to remove or dismantle at it's sole discretion:

(a) anything within two feet of the top of the tent or within one foot of the sides.

(b) fences, wires, boards, ect. attached to the side of poles of the tents that would interface with adjusting and tightening of tents.

(c) any electric wires, except to center and/or quarter poles of tents, and then only with tape or cord, and without using nails, screws, or bolts that would jeopardize the safety of the tent, the property around the tent or anyone in or near the tent.

In the event the leased property is damaged to the extent is unsafe, lessee shall immediately cause humans, livestock and property to be removed thereof in the interest of safety. In the event the leased property is blown down or damaged in any manner, the rent shall be due and payable regardless.

Lessee agrees not to sublet, sell, pledge, loan, or part with the possession of the leased property, or mortgage the same, and to suffer no claims or encumbrance or liens to be made thereon. Lessee agrees not to prevent the lessor, or his agents, at any time, to enter the leased premises of the lessee upon which the leased property is located, for the purpose of inspecting the leased property and its manner of use. In the event of a breach by the Lessee of any of its agreements herein contained, or if during the term of this agreement, or any extension thereof, bankruptcy or insolvency proceeding are commenced by or against the Lessee, or if receivers are appointed to take possession of the business of the Lessee or if the Lessee discontinues business all unpaid amounts to the end of the lease agreement or any extension of it shall, be due immediately. All Seasons may enter the premises, forcibly if necessary, and take possession of and remove the leased property and thereby terminate all rights and interest of the lessee therein. All Seasons reserves the right to use photographs of the contracted job for marketing and advertising purpose.

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WARRANTY WAIVER: "Rental operator makes no warranty of suitability, merchantability, or fitness for any particular purpose, nor does rental operator make any warranty against interference, that the equipment is fit for customer's intended use or that it is free from defects (latent or patent). No warranties shall be deemed to exist with respect to the equipment, except as expressly set forth in this agreement. Accordingly, customer hereby waives any and all implied warranties. Customer's sole remedy for any failure of or defect in the equipment is termination of the rental at the time of the failure".

Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that All Seasons, has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the conditions, quality, durability or suitability of the property. All Seasons shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property. Customer shall not deliver possessions of the rental property to any individual(s) other than All Seasons employee's, and shall require reasonable identification from such individual(s) prior to surrendering possessions.

HOLD HARMLESS: Customer is responsible for the loss or damage to Customer's property during this rental agreement. If weather is forecast which might damage the equipment or the tent(s), Customer is advised to remove their property from beneath or surrounding the tent(s). Customer understands and agrees that All Seasons is not responsible for loss or damage to your property or property of others in your control during the entire rental of the equipment. All Seasons shall not be liable and shall be held harmless in any manner for injuries or damage caused by persons or things falling over or coming in contact with ropes, stakes, or other supports of the tents or other leased equipment. All Seasons shall not be responsible for conditions brought about by the Acts of God, disturbances of nature, boycotts, labor troubles, contingencies of transportation, civil commotion's or other conditions beyond its control. Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assign from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions cost and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition, operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of the lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expense, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolutions therefore. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expense, and attorneys fees incurred by lessor in such defense. The indemnities and assumption of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

All Seasons cannot be responsible for any customer equipment left at our facility for longer that 30 days.

China/Glassware Renting Policy

- All china/glassware orders will incur an 8% damage waiver surcharge. Renter shall not be responsible for damage or destruction of the equipment rented except: (1) Damage due to renter's neglect, misuse or abuse of equipment. (2) Any loss due to mysterious disappearance or theft. (3) Damages/shortages exceeding fifteen percent (15%) of the estimated replacement cost.
 - This damage waiver will help cover broken or lost china/glassware that is discovered at the time of pickup.
 - If china/glassware is returned and is found to be missing & not covered by the damage waiver, an additional charge will be applied and billed.
- All china must be scraped clean of all food and saucers.
 - If not, additional charges may apply.
- All china/glassware should be placed back in the crates that they were delivered in.
 - This means that no china/glassware should be mixed in the boxes or crates, it shall remain separated as it was delivered.
- All china/glassware should be placed in a central location and should be easy to locate and load.
 - If the china order is not at one central location, an additional labor charge will apply. If All Seasons needs to return to pick up missed product, an additional pick up charge will apply.
- Every customer is required to make their own count of the china/glassware being returned before pickup in order to insure accuracy of damaged or lost goods.
 - If you choose not to have a representative on site at the time of pick up, then all shortages will be deemed correct and the customer will be billed for the loss, and you will waive all right to dispute loss.

I have read the 2 pages above stating terms, conditions, specifications and prices are accepted by:

For any Tent Rentals, I have read the tent evacuation & tent safety guide. The guide can be emailed, faxed, mailed or viewed on our website at <http://allseasonseventrental.com/tent-evacuation-tent-safety/> and I understand my responsibilities:

Signature (X) _____ **Date:** _____

Customer Name: _____ Order #: _____

Event Location/Address: _____ Delivery Date: _____

Credit Card # _____ Exp. Date: _____

Cardholder's Name: _____ CC Security #: _____

Credit Card Statement Billing Address: _____

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