



## Supplemental Tent Contract

*Does not replace Sections 1 – 16 of the Rental Contract*

- The Customer listed in this Contract hereby represent(s) that he/she (they) are the OWNER(S) of the property at the Tent Site Location listed in this Contract. If the Customer is (are) not the property owner(s), it is acknowledged that permission by the property owners has been obtained by the Customer for access and tent installation in the designated location. The Customer and/or property owner agree that in consideration for A to Z Party Rental's ("A to Z") willingness to deliver and erect a tent, the Customer and/or property owner hereto agree to release A to Z from any claims, demands, actions or causes of action, suits or other liability arising out of damages to the tent site stated herein unless caused by the negligent act or omission of A to Z personnel and further agree that in no event shall A to Z be obligated to restore the tent site to its original condition.
- Any and all permits and fees are the sole responsibility of the Customer. Should the Customer request A to Z Party Rental to file for the permit all permit fees are non-refundable and in addition to any cancellations fees.
- In the interest of safety, Customer expressly acknowledges and agrees that A to Z Party Rental reserves the right solely at A to Z's discretion to refuse to erect the tent or to remove the tent from Customer's premises based upon weather conditions and/or forecasted weather conditions. If, after the tent is erected, the Customer notes an unsafe condition, all people should be removed from the tent area and A to Z should be notified *immediately* at **215-646-6777, press 9**.
- The tent structure rented is not snow rated. In the event of snowfall it is necessary for the Customer to keep snow from accumulating on the tent structure. This is accomplished in two ways: (a) heat tent during chance of snow and (b) brush snow from tent top. In the event of damage to persons, property and/or our tent structure due to snow accumulation or cold weather, or method of snow removal the cost of repair or replacement of damaged part(s) is Customer's responsibility.
- It is the Customer's responsibility to ensure their guests' safety. A to Z recommends the Customer develops an emergency evacuation plan so they are prepared to act decisively in the event of an emergency. Tents are temporary structures, not intended to protect people or property from severe weather or other emergencies. As such, tents are capable of movement, collapse and other hazards associated with severe weather. The Customer and/or property owner understand and assume the risk of having a tent installed on their property and confirm A to Z has not made or implied any warranties.
- The event site (patio, deck, parking lot, backyard, etc.) must be clear of snow, ice, and all other impediments prior to setup and takedown of the tent structure. This includes, but is not limited to furniture, decorative accessories/lights/plants, barbeques/grills, cars. The event site must also be clear of animal waste. When clearing the event site, include space around the site to allow for installation of the tent as well as a clear path from the House of Rental truck to the site.
- Additional charges will be incurred if tent location is changed *after Contract is signed*.
- Tents and other rentals may need to be staked into the ground, and the Customer is responsible to let A to Z staff know the areas to avoid. A to Z is not responsible for damage to sprinkler systems.
- The Customer and/or property owner understand the truck(s) that deliver and remove the tent and equipment may be required to drive over grass to access the tent site, and that tire ruts and/or disturbances may occur through the access area. The Customer further agrees that *in no event* shall A to Z be obligated to restore the tent site to its original condition. Should the ground be unsuitable for driving the delivery truck(s) over the grass, an additional labor fee to carry the equipment will apply.
- Customer will mark the exact location of all underground utilities in and around the tent site, and in addition will notify A to Z in writing prior to the tent installation of such location. A to Z will have no liability and the Customer agrees to indemnify and hold A to Z harmless for any and all such damages or claims of whatever nature, including claims by third parties, caused, alleged to be caused or arising from installation made in accordance with Customer's markings and notification.

- Customer shall provide unobstructed space/access for the delivery, assembly, erection, installation and removal of all equipment. Customer shall be charged for all waiting time and delays experienced by A to Z if site conditions impede the installation or removal of the equipment.
- The Customer and/or property owner hereby assumes all responsibility for the defense of any and all claims for damage to property or bodily injury (including death) resulting from the location, maintenance and use of the tent and further agree to indemnify, defend, save A to Z Party Rental, its officers, employees, and agents harmless from all claims, demands, actions, or causes of action, suits, or other liability to third parties arising out of the erection of the tent on the tent site stated herein.
- All rental equipment will be delivered and placed under the tent unless setup and breakdown is requested in advance. Those items must be *similarly stacked and ready* for pickup to avoid additional charges. If any of the above conditions cannot be met, please notify your Project Manager in advance of our arrival, with details, so any conflict can be resolved.
- Dishes, glassware and utensils are to be cleaned before being packed in containers in which they arrived. Items returned dirty are subject to a cleaning charge. Linens should be kept dry to prevent mildew.
- Discharged fire extinguishers, or removal of the safety pin, will have a charge of \$39.95 each assessed to the customer.
- Customer shall make no alterations whatsoever to the tent or equipment or A to Z's installation of the tent or equipment without having obtained prior written permission from A to Z. Should anyone other than an authorized representative of A to Z Party Rental make changes, move, or otherwise alter our tent and/or installation without written permission from A to Z, the customer assumes all responsibility and liability, and damage protection becomes null and void without any refunds.
- Unless other terms have been defined in advance of rental, cancellation of any reserved items more than 30 days prior to delivery date will incur a 35% fee of the rental rate. Cancellation of any reserved items more than 14 days prior to delivery date will incur a 65% fee of the rental rate. There are no refunds for cancellations within 14 days of delivery. The change of rental items will incur a cancellation fee. A 15% transfer fee applies to each postponed event date, new date to be provided within 14 days of the postponed date. Notification of postponement must be in writing and provided to AZPR more than 5 days prior to delivery. Order is subject to availability. Permit / engineering / CAD / licensing fees and custom orders are non-refundable and non-transferable.
- When Damage Protection is included on your order it is for the items quoted/reserved, and protects you from replacement charges due to accidental damage, not due to negligence. Details of coverage are defined in Section 10 of the Supplemental Rental Contract and Terms. If you do not want Damage Protection, a written request declining coverage is required. In some cases proof of insurance naming Melfiko Inc, dba A to Z Party Rental and dba Benchmark Event Services as Additional Insureds will be required.

By signing this proposal, you agree that you have read all of the terms and conditions of this supplemental tent contract, agree to be bound by the stated terms, and agree to pay the cancellation charges and fees noted above. The guarantor whose signature appears on the rental agreement and below hereby warrants and represents that he or she has the legal authority and power to sign this agreement on behalf of the Customer and personally guarantees full payment of all sums to become due. This is to be a continuing guarantee until full payment or all obligations have been made.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name