

RENTAL CONTRACT * TERMS & CONDITIONS* INVOICE

4542 E. US Hwy 169 * Boyey, MN 55709 * Phone: 218-245-1387 * Fax: 218-245-1212

Thank You for including Lefty's Tent and Party Rental in your Event or Celebration.

Lefty's offers high quality rental items and various services to help make your event run as smoothly, efficiently and as stress-free as possible. The majority of rental items are rented for one occasion or event and based upon a one to three day rental time period. Inflatable bounce house rental are for a 24 hour time frame. Additional days are available for additional fees. Rental client assumes responsibility for items rented from the time of receipt to time of return/pick up. "We do the work, you do the partying!"

<u>Consultation:</u> Our trained staff is available to discuss your rental needs and we offer a no-obligation quote for your convenience.

Reserving Equipment/ Cancelling or Changing Order: Quotes and proposals do not guarantee availability of rental equipment. Equipment and items will be reserved only upon receipt of a signed rental agreement. A 50% reservation fee is required at the time the rental agreement is made (cash, check or credit card). This fee is nonrefundable. It is used to guarantee the rented items in your name. This fee can float for up to one year if your plans should change and you decide to release the rental. All reserved equipment is subject to a 50% cancellation fee. Order changes and reductions of less than 50% (per item) or one tent section are not subject to a cancellation fee. If the customer has used a credit card for payment, any refund will be subject to a "restocking fee" due to the charges we pay just for processing your card. This fee will depend upon card used.

Additional Charges may Occur if: 1) Gas exceeds \$4.00 per gallon at the time of delivery (a surcharge will be applied). 2) Site is not ready or accessible when the crew arrives or situations that may prevent or delay pickup/delivery. 3) Tent & rented equipment is not ready for prearranged pickup. 4) Delivery/pick up is from any location other than ground level (upstairs/downstairs or walking distances over 50ft.). 5) Delivery/pickup requiring the use of pontoon, barge or air transportation. 6) Chairs, tables & items are not stacked as delivered for pickup and client decorations are not removed. 7) Food service items are not rinsed and in original containers. 8) Customer requires specific delivery/pickup time or after hours delivery. 9) Tent or equipment has become excessively soiled (unable to be wiped off with a cloth and tent cleaner) or damaged due to smoke, fire, grease, paper or fabric bleeds or improper use and or decorating. 10) Unconventional Setups, orders requiring multiple trucks, Asphalt Stake Punches & Fill or Cement Weights (charged by rental not # used). 11) Orders made within 48 hours of delivery or installation time. Additional Charges for Permits: Where building and fire permits are required, Lefty's Tent and Party Rental can file for all permits and provide necessary equipment (exit signs, fire extinguishers). There will be an additional fee for this service.

<u>Damage Waiver:</u> For security against damaged items, a **non-refundable** damage waiver of 6% will be added to all orders. Damage waiver is not insurance. It covers accidental breakage due to normal use. Pieces must be returned to Lefty's as the waiver does not cover loss, theft or damage caused by misuse or abuse.

Delivery/Pickup Service: There is a \$100 (min) order requirement for items to be delivered. Mileage is additional on any delivered items. All fees are based on tailgate delivery and charged by geographic location. Additional delivery charges will occur for orders requiring more than one truck, 2nd floor or higher delivery locations, excessive distance for loading/unloading trucks, specific delivery and pick-up times, and after-hours delivery and pick-up. *Delivery fees quoted may change after site inspection*. 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. You may request AM (8-12) or PM (12-4) delivery or pickup service (location will be a factor but we will try to accommodate your requests). *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.

<u>Final Payment:</u> Client must provide Lefty's Tent and Party Rental with *event details, required information, delivery information & final count 14 days prior to event* at which time a final invoice with balance due will be provided. *Full payment is due 10 to 14 days prior to the event with the exception of sidewalls, which should be*

paid at or before the time of delivery. Orders will NOT be routed/scheduled for delivery until full payment is received. Orders will be charged \$30 for any insufficient /bounced check fees.

<u>Gratuity:</u> Our employees appreciate your kindness and generosity for a job well done. Please leave gratuities with our Crew Leaders.

<u>On-Site Service/Setup:</u> Client may retain the services of Lefty's Tent and Party employees during an event. Reservations and additional charges apply.

Site Preparation: Safety is a priority for our installation team: please be sure WHITE FLAGS are set (4 days prior) and your site is ready prior to arrival of CREW and UTILITY COMPANIES (i.e. lawns mowed, vehicles out of the way, etc.) Client will inform Lefty's Tent and Party of the existence of any underground utilities (i.e. phone, gas lines, buried electric, septic system, etc.) or conditions that may interfere with the ability to stake and /or anchor equipment and provide their legal description (AT LEAST 14 DAYS PRIOR TO EVENT) to be passed on to Gopher State One Call in order to submit a request to locate and mark utilities. Client assumes responsibility for all damage to underground equipment in absence of such information and notice. Note: 5 foot radius required for most pole tents.

<u>Tent Decorating:</u> The client will not use staples, colored crepe paper, streamers or colored paper/tape of any sort to decorate the canopy top. The client will not hang heavy objects from the canopy ropes or remove any ropes/ratchets for any reason. If you have questions regarding the decorating of the canopy, please talk to one of our staff. Lefty's Tent and Party will provide onsite decorating at an additional charge.

After the Event - Cleanup/ Preparation for Pickup: Inflatable bounce houses should be unplugged when not in use. All personal belongings, trash, and decorations should be removed from the tent before scheduled pickup time. All chairs and tables should be stacked as delivered if you have not contracted onsite services. All dishes, glassware and food service equipment should be returned to proper containers and assembled at a single location for pickup. These items should be well rinsed and particle-free, but they need not be washed. Linens should be dry and free of food and particles and shaken out and put in the provided linen bag/box or an open garbage bag. Missing or extremely damaged linens will be billed at replacement cost.

Weather: Client understands that tents 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. If in doubt, evacuate. It is the clients' responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of tents.

Lefty's <u>EMERGENCY TELEPHONE #218-244-6188</u> is available 24 hours to provide assistance to clients.

Indemnification and Defense: Client agrees that if any legal proceeding are brought against Lefty's Tent and
Party Rental to recover compensation for injuries to individuals or damages to personal property occurring in
connection with the event Client will provide a defense for Lefty's and any of it's employees named in such
proceedings and will indemnify Lefty's Tent and Party Rental and its employees for any judgment rendered
against them.

Client Signature	Date	Printed Name	_
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	Ç	S	Client Signature Date Printed Name with your deposit or payment) Revised 10/29/2018 (*2019 Prices Subject to Company)