

# RENTAL AGREEMENT

This Agreement dated \_\_\_/\_\_\_/\_\_\_

Between A-1 Party Rentals Inc. and (customer)

A-1 Party Rentals Inc. appreciates the opportunity to serve you, our customer. Please carefully read the following terms + conditions which form a part of our rental agreement and which you, as a customer, agree to by virtue of placing your order.

1. Customer agrees to use all the A-1 Party Rentals Inc. Rental property in a careful and proper manner, comply with all applicable laws and regulations. Customer is responsible for any permits which may be required. Customer is also responsible to call “Call before you dig (1-800-474-6886)” to map out any underground gas or utilities lines and let our delivery personals know about them. Renter is responsible for any cost incurred as a contact of underground utilities, pipes, or any other undisclosed or subsurface conditions.
2. A deposit equal to 40% of your total invoice amount, a valid credit card number on file and your signature on rental agreement is required to reserve your order. Your order will not be considered reserved until a deposit and signed contract are received. Deposit is not refundable (some exceptions apply) after 10 day grace period and will apply to pay the invoice.
3. Final payment is due 5 days prior to the event date if paying by credit card or upon delivery if paying by certified cheque, bank draft or cash. Customer authorizes A-1 Party Rentals Inc. to charge the credit card on file to pay for unpaid balance, cleaning fee, replacement fee and late return fee.
4. Cancellations in writing within 10 days of the deposit date are allowed without penalty. Your full deposit will be refunded. Orders that are cancelled more than 10 days from the deposit date but still more than 10 days remaining to the event date are charged the full deposit. Orders cancelled within less than 10 days remaining to the event date are charged the full amount.

5. Reductions are allowed by any numbers (except the tents) with 6 week notice. After that reductions are limited to 15% of the original amounts ordered per item with 30 days notice and 5% with 15 days notice. No reductions are allowed within 7 days of the event date. You may add products at any time subject to the availability.
6. A-1 Party Rentals Inc. guarantees to accommodate the client's delivery/pick-up request, as dated on the contract; however delays, and changes in the schedule are sometimes unavoidable due to reasons beyond our control, ie. bad weather and traffic issues, etc. The customer agrees to have the site clean and ready for delivery and installation or dismantled for pick up of equipment, and also agrees to pay an additional charge for any delay incurred along with labour charges resulting in customers' failure to do so. The Customer agrees to have all products cleaned and stacked, as received, ready for pick up, by the scheduled time.

The customer agrees that in the event of a late return, the customer will pay a late charge equal to the rental rate.

7. The Customer is responsible for the use of the rented items. The Customer agrees to examine the rented equipment and let A-1 Party Rentals Inc. know if it is not found acceptable or safe prior to the customer's use. A-1 Party Rentals Inc. agrees at our discretion to replace the item or adjust the rental charges accordingly. The customer acknowledges that there are no warranties on these items for minor defects from normal wear and tear that are not readily apparent.
8. The Customer is responsible for all items from the time of possession to the time of return. The customer assumes the entire risk of any incidents including but not limited to damaged, lost, altered, or stolen items. Except for reasonable rental usage, all items must be returned in their normal condition. For each item returned with tears, colored stains, candles burns or wax marks that may be damaged beyond repair, the Customer authorizes the use of their credit card to be charged. To avoid cleaning and/or replacing charges, the customer also agrees to the following but not limited to:
  - Chairs & tables must be returned clean & dry.
  - Use mechanical or drip-less candles near all Linens. Full replacement costs will be charged for linens returned with candle- wax stains, burns, mildew, rips & tears, staple marks, tape, glue, gum, or other irremovable stains. Please shake out all linens and keep dry to prevent mildew from building.
  - Use only elasticized table covers or plastic table clips to hold down table coverings. Tables and chairs returned with staples, tape, glue, gum residue, or other damage will result in cleaning or replacement fees.
  - Pay Fees for all required post-cleaning of tents including, but not limited to smoke, tar, lipstick, ink, crepe paper/tissue paper bleeds, sap, wax, grease, paint, gum, tape, wine, food, flower, pollen, and any other stain or markings. **DO NOT**

ATTEMPT TO CLEAN THE TENT FABRIC YOURSELF. You may wipe down the tent fabric and poles with a mild soap and water solution and a

- Initial:
  - micro-fiber cloth only. Other products, solutions, and cloths can seriously damage the material and may result in full canopy replacement costs (please note that tent canopy replacement costs can be several thousand dollars).
9. Damage waiver fee is a optional non refundable 7% charge added to all rental contracts unless otherwise declined. It limits Customers liability by 75% against accidental damage from normal usage. Damage waiver does not cover loss or damage occurred due to negligence, theft, or will full intent. Lost items are not covered by DW and are charged at replacement cost price. You are responsible for any loss or damage to the rented items and for their return in the same condition in which they were received, except for ordinary wear + tear.
  10. The Customer agrees to immediately discontinue the use of rented items should it at any time become unsafe and will immediately (one hour or less) notify A-1 Party Rentals Inc. of the facts. In event of severe weather, immediately vacate the tent. Severe weather can result in risk of tent collapse and lightning strikes. During electrical storms please leave immediately. Do not touch ANY portion of the tent or attempt to secure it. In all events A-1 Party Rentals Inc. shall not be responsible for injury, damage, personal loss, or death resulting from failure or defect of rented items.
  11. The Customer hereby freely, voluntarily and without duress releases A-1 Party Rentals Inc. and any of its staff from any liability or claim that the Customer may have against A-1 Party Rentals Inc. with respect to, any loss, expenses, penalties, damages, costs or personal injuries, illness including death suffered by the customer, their guests or anyone else by reason of transportation, handling, operation or use of rental equipment. The Customer understands and acknowledges that this release discharges A-1 Party Rentals Inc. from any and all liability or claim that the Customer may have against A-1 Party Rentals Inc. The Customer agrees to use all equipment solely at their own risk. A-1 Party Rentals Inc. is not the manufacturer, representative, nor the agent for the manufacturer, therefore no warranties are given, expressed or implied as to the design, quality, capacity and safety of the products. The Customer does hereby release and forever discharge and hold harmless A-1 Party Rentals Inc. and its staff and its successors and assigns from any and all liability claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Customer's possession and use of A-1 Party Rentals Inc. equipment.
  12. The customer agrees that if any legal proceedings are brought against A-1 Party Rentals Inc. to recover compensation for injuries to individuals or damages to personal property occurring in connection with the event, the customer will provide a defence for A-1 Party Rentals Inc. and any of its employees named in such proceedings and will indemnify A-1

Party Rentals Inc. and its employees for any judgement rendered against them. The customer shall maintain, at customer's expense liability, property, and casualty insurance coverage in amount sufficient enough to fully protect A-1 Party Rentals Inc. and its equipment from any and all claims, loss, or damage of whatever nature or type.

13. The provider of this rental contract shall be severable, so that the unenforceability of waiver of the provisions shall not affect the remaining provisions.

The parties have executed this Agreement \_\_\_\_\_Abbotsford\_\_\_\_, B.C. on\_\_/\_\_/\_\_\_\_\_

\_\_\_\_\_  
A-1 Party Rentals Inc. Authorized Signatory

\_\_\_\_\_  
RENTER

Print Name: Print Name: