

## TERMS AND CONDITIONS OF RENTAL

**GENERAL-** Clifton Park Rental (CPRC) will complete all work in a professional manner according to standard practice. We warrant our employees are covered by workmen's compensation. Performance under this agreement is contingent upon the absence of strikes and other labor problems, accidents, acts of nature and other events beyond our control.

**SAFETY - ♦ Evacuate Tents** during severe weather including Lightning, Thunderstorms, Wind 30mph or higher, Snow accumulations of more than 1 inch. Occupying a tent during these conditions is extremely dangerous and can be life threatening! We recommend that you have a contingency plan to cover this possibility. ♦**We will not install or remove tents during severe weather.** If severe weather is forecasted, we will reschedule install / removal accordingly. ♦**Propane burning equipment emit deadly carbon monoxide and must not be used inside under any conditions** however may be used inside a properly ventilated tent. ♦**Open Cooking** (on grills or griddles) are not permitted to be used inside or under our tents. ♦ **Electrical equipment** must be properly grounded and connected to properly grounded extension cords and outlets. **Never** use 3 prongs to 2 prong adaptors. Most equipment with an original 2 prong plugs is made to be safe without a separate ground. ♦**Extension cord wire size and maximum length are critical for safe operation and to protect equipment from damage.** You should always use 12/3 extensions cords and limit footage to 50' or less to a 20-amp outlet. Failure to observe these precautions can cause fire or destroy equipment!

**RESERVATIONS-** A 25% reservation fee is required to confirm a reservation. This fee will be applied to your final invoice. If you cancel your reservation at any time your reservation fee will be forfeited and the funds will be used to cover administrative expenses and loss of business due to reserving your date.

**CHANGES AND CANCELLATIONS --** You may adjust your reservation as necessary until the week of your event. No deletions may be made 48 hours before delivery date. Additions are welcome, but are subject to equipment availability. We will make every effort to accommodate last minute needs. If you cancel your reservation at any time your reservation fee will be forfeited and the funds will be used to cover administrative expenses and loss of business due to reserving your date.

**RATES-** Our published rates are for a 1 to 2-day event. You may receive the equipment one or two days prior to your event and return it one day after your event. If you need the equipment for an extended period, call our office for long term rates. **Rates are subject to change without notice.**

**RESPONSIBILITY-** you agree to assume all risks inherent in the operation and use of the equipment, and to reimburse and indemnify CPRC for all liabilities to you, your agents, and third parties arising from the use of the equipment or your breach of this contract. **Subleasing is prohibited.**

**DELIVERY AND PICKUP-** The delivery fee is based on the size of the order and delivery location. Our regular delivery times are 9:00AM to 5:00PM Monday through Saturday. We make every effort but cannot guarantee specific delivery windows during the day. In busy times we may ask you to accept delivery several days before the event and pickup several days afterwards. There may be an extra charge for delivery outside normal hours or to guarantee delivery within a narrow time window. There will be an extra charge for deliveries above ground level or where trucks cannot approach site reasonably closely. Tent installations and removals will be determined by weather. We will not install or remove tents during severe weather. If severe weather is forecasted, we will reschedule install / removal accordingly. All tents, dance floors, stages, wood floors, carpeting, lighting systems, electrical distribution systems, and custom decorations are set up by CPRC personnel at the quoted price. otherwise all other equipment will be stacked in a mutually convenient location protected from weather. **Unless otherwise arranged** you are responsible to collect and re-stack the items as they were received when your event is done. Additional cost may be charged if we have to collect and stack the equipment. Arrangements can be made with CPRC to set up tables and chairs etc. for an additional labor charge.

**INSPECTION, COUNTING, AND USE OF EQUIPMENT-** ♦ You acknowledge that you have, to the best of your ability, inspected the equipment and found it suitable for your needs and that you understand its proper and safe use. ♦ We urge you to count the equipment at delivery time and pickup time. You should report any discrepancies promptly. **If you do not count or are not present at pickup, our count must be accepted.** If you (the renter or the renter's agent) do not pick the equipment up or are not present when it was delivered, and/or do not have a clear understanding of its safe and proper operation, call our store for instructions at any time, 7days a week and 24hours a day. This is especially important for equipment that is electrical, uses propane or gasoline, or involves open flame. It is also your responsibility to assure that anyone else using the equipment is properly instructed.

**CARE OF EQUIPMENT-** all china, glassware, flatware, etc. is sent out sterilized and pack in racks undamaged. Items must be scraped and rinsed clean and repacked in their proper containers as received. Linens should be debris free and dried to prevent mildew. **Do not place linens in plastic bags**, as this will assure, they will mildew. Failure to do the above may result in substantial extra charges. All tables, chairs, dance floors, electrical equipment, and other non-waterproof items must be protected from rain or snow. You (the renter) are responsible for the security and care of all items from the time of receipt / delivery to the time of return or ACTUAL pickup by CPRC staff. Unforeseen circumstances sometimes cause us to miss our promised pickup time.

**DAMAGE WAIVER-** a 10% damage waiver is offered for certain items to cover accidental damage, breakage, or theft where a break-in documented by a police report occurs. It does not cover mysterious disappearance or items missing for any other reason. It is included on your contract by default unless you decline it before rental starts. It does not cover damage by your negligence or failure to observe safety and operating instructions provided to you. If you decline the damage waiver a deposit will be required to cover damage and breakage.

**MALFUNCTIONS-** If the equipment malfunctions or becomes unsafe **you will notify CPRC within one hour**, and until corrective action has been taken by CPRC you will do everything in your power to prevent property damage or personal injury.

**RECOVERY OBLIGATIONS-** CPRC alone owns and will retain title to all Rented items at all times. If you have insurance for any damage or loss, whether or not you have accepted damage waiver, you will exercise and empower CPRC to exercise all of your rights to obtain recovery, and assign all recovered proceeds from insurance or any other source to CPRC

**PAYMENT-** Full payment is due BEFORE delivery day or when picked up at the store. All fees for additional time or loss of or damage to equipment are due when the equipment is returned. You agree to pay all reasonable attorney, court, or other costs for collection or repossession. You agree to pay penalty of 1.5% per month for past due monies.

**MODIFICATION OF CONTRACT-** This document is our entire contract, and there are no other agreements in effect. None of CPRC's rights may be changed and no extension of the term of the contract may be made except in writing signed by CPRC and made a part of this contract.

**ACCIDENT NOTIFICATION-** You will immediately notify CPRC in the event of any accident.

**SEVERABILITY-** The provisions of this agreement are severable. The invalidity, unenforceability, or waiver of any provisions shall not affect the remaining provisions.