

# RAIN OR SHINE TENT COMPANY RENTAL POLICIES

## Pricing:

Prices quoted are for one-day events. Please specify when you call if you want long term rates. Items are typically delivered the day before the event and picked up the day after the event. Whether you use the rented item or not, you will be billed for the time out, not usage.

## Payment:

A deposit is due in advance of the rental to guarantee rented items. Payment in total is due upon delivery. We accept Visa, MasterCard and personal checks. Early planning ensures product availability.

## Delivery:

Rain or Shine will set a delivery schedule, unless customer has specific needs. Our schedule is made one week prior to the event and every customer is called with a tentative delivery schedule. Rain or Shine reserves the right to set delivery and pick up times up to 3 days prior and 2 days following an event, at its discretion. If a site inspection has not been made prior to delivery, the customer should be on-site or leave clear directions. If no instructions are left, it will cause delay and customer is subject to additional fees for rescheduling. Rain or Shine will install all tents, flooring and lighting. Tables and chairs are delivered in neat stacks in a mutually convenient location. Special containers are provided for china, linens, glassware, etc. to ensure that you receive them sanitized, undamaged and table ready. The customer is responsible for setting up the tables, chairs and china unless arranged ahead of time.

## Pick-Up:

Customer is responsible for leaving tables and chairs stacked neatly after event for pick-up. All china and glassware must be rinsed refuse free and returned to proper delivery containers. Linen should be food free, dry and placed in the laundry bags provided. Under no circumstances should linens be placed in plastic containers. Items must be accessible for pickup. If any items are locked away or unable to be picked up, you will be charged an additional travel and rental fee.

## Time Constraints:

**Time constraints must be identified at the time of reservation. Additional fees of 10% or a minimum of \$250 will be added, whichever is greater. If specific time constraints are given after deposit is received we reserve the right to return the deposit and cancel the contract.**

## Truck Access:

Our equipment is very heavy and installations are time consuming, therefore, our trucks must have access to within 25 feet of the delivery and installation site. If this is not possible, we must be notified in advance.

## Changes:

All changes must be completed 10 days prior to the event. Changes after this time period are subject to additional fees and are based on delivery.

## Equipment Use:

All equipment is to be used for its intended purpose. Tents are not to be cooked under, unless specifically designated in advance. If serious damage occurs, cleaning expenses may be applied.

## Tent Installation:

We recommend that in all possible circumstances that tent stakes be used to properly secure the tent for your safety and the integrity of the installation. If stake holes are installed in asphalt, if requested, we will patch and repair holes for a fee of \$10 per hole. These arrangements must be made in advance.

## Sidewall:

Any sidewall that is hung for the customer must remain hung. Anything removed by the customer is subject to damage and cleaning charges.

## Damaged & Missing Items:

Responsibility for all items will remain with the renter (you) from time of the receipt to the time of return. We charge for missing, broken and damaged items. Be sure that equipment is secured when not protected from the weather.

**I have read and accept the above Rental Policies**

Name: \_\_\_\_\_ Date: \_\_\_\_\_



## Rain or Shine Tent Company Rental Contract Terms and Conditions

I, we, either of us, do hereby certify that we have this date received from Rain or Shine Tent Co. Inc., the equipment and/or articles, listed and identified on this contract.

It is understood and agreed that this personal property is leased to us by said Rain or Shine Tent Co. Inc., and will be used by the lessee at the designated address for the stated period and solely for which said equipment was manufactured and intended.

We further agree that we hold Rain or Shine Tent Co. Inc. harmless from any liability whatsoever resulting from the use of said equipment and further agree that said property will be used solely by the lessee and/or persons herein designated and no other persons without the consent of the lessor of said equipment.

We further agree that we will immediately discontinue the use of any said equipment should same at any time, while in our possession become unsafe or in a state of disrepair, and will immediately notify Rain or Shine Tent Co. Inc. of said facts, and the lessor in consideration of mutual covenant agree that it will with reasonable dispatch after receiving said equipment with other equipment in good working conditions.

Dirty, damaged or lost equipment. Customer agrees to pay for any damage to or loss of the goods as an insurer regardless of cause, except reasonable wear and tear, while the goods are out of possession of dealer. Customer agrees to pay a reasonable cleaning charge for equipment returned dirty.

In the event the lessee desires to extend this lease beyond the date and time originally agreed upon, it is understood and agreed the lessee will immediately notify the lessor of said desire and obtain their approval and terms for said extension.

We further agree that all charges for rental will be paid in advance, or immediately upon return of merchandise, or upon receipt of statement for the same and that all collection fees, attorney fees, court fees, or any expense involved in the collection of rental charges will be borne by lessee.

The lessor as its own discretion may report as stolen, all equipment held beyond fifteen (15) days from return date, or before, if conditions indicate theft.

The lessor at its own discretion may revert all charges to daily rate if monthly statement or invoice is not paid on due date.

We understand that Rain or Shine Tent Co. Inc. is a business located in the Hamlet of Grangerville, County of Saratoga, State of New York; that this agreement shall be governed by the laws of the State of New York; and that the event that we are sued by Rain or Shine Tent Co. Inc. for breach of this agreement, we consent that the suit may be venued in the courts of the City of Saratoga Springs or the County of Saratoga, State of New York, which courts shall have jurisdiction over the subject matter of the lawsuit.

<b>THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.</b>
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**50% deposit due, unless order made 10 days prior to event, 100% of invoice is due.**

**No Deliveries will be scheduled without approved payment arrangements.**

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Rain or Shine Tent Co. Inc., 167 Wall Street, Grangerville, NY 12871  
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