



TENT RENTAL CONTRACT TERMS & CONDITIONS

Between SCENIC TENTS, LLC, a Vermont limited liability company, located at
896 Burrington Bridge Rd, Lyndonville, Vermont 05851 (Lessor), and

(Renter): _____

Mailing

Address: _____

Event Location(Full
address): _____

Phone: _____ Email: _____

Terms of agreement apply to any and all equipment rented or leased from Lessor during the term of the lease.

1. **Term of Lease:** Most lease terms are set up 2-3 days before event and clean up 1-3 days after, based on availability in the schedule, we reserve longer lease terms for larger event that may require more set up.

Example Saturday event : Set up is Wednesday-Thursday before and clean up is Sunday-Tuesday after.

This schedule will be finalized within 1-3 months of the event (note that although we do our best to work with venue and customer, last minute changes due to weather and scheduling do happen.

Date(s) of event: _____

Set Up from: _____

Take Down on: _____

Renter agrees that although the tent may come down 1-3 days after the event they must have all their decor, food, trash, and personal belongings cleared from tent, tables, chairs and our equipment no later than 12:00 pm on the day after the event

Example: Saturday event, we may arrive as early as 12:00pm on Sunday to clean up.

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2. **Price:** **Renter** agrees to pay Scenic Tents the sum of (\$ _____) determined with reference to the attached Price Sheet,(INVOICE # _____) payable in accordance with the terms hereof.

3. **Making Reservations:** Quotes and proposals do not guarantee availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract and a 20% deposit. Final payment is due thirty (30) days prior to the day of installation of events \$1-\$3,000 on total cost. Final payment is due (60) days prior for events \$3,001 and more. In the event the day of installation is within thirty (30) days of contracting, full payment is due the date of contracting.

_____:INITIAL

4. **Cancellations (Non-Refundable 20% Deposit):** When you reserve a tent (and any tent accessories), we immediately remove them from our inventory and schedule a crew.

Any cancellations of events for any reason must be made in writing. Any cancellation received after deposit and contract, the **Renter** will be charged the 20% deposit.

If within 60 days of the event we reserve the right to hold 50% of the total invoice and within 30 days the customer will be charged full payment.

If **Renter** cancels this Agreement on or before 60 days prior to the event and has paid more than the deposit, **Scenic Tents** will return to Renter all amounts over the **non-refundable deposit** within 60 days of receipt of notice of cancellation.

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5. **Weather:** **Renter** understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain (leaks may occur during heavy 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 tents are erected. People must leave the tents and not seek shelter in tents during such conditions. It is best to evacuate when in doubt. **Renter** understands that it is **Renter's** responsibility to be aware of changing weather conditions and to exercise his best judgment with regard to the evacuation of tents

Renter assumes all responsibility for weather related risks involved in holding an outdoor tented event. **Scenic Tents** will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, raid, flooding, extreme cold or heat, or any other factor **beyond Scenic Tent's** control, **Renter** should still be liable for full payment of order.

_____:INITIAL

6. Hold Harmless Agreement: **Renter** shall defend, indemnify and hold harmless **Scenic Tents**, its employees and agents, from and against all claims, liabilities, losses, damages to individuals and property, arising from or related to this Agreement, and expenses of every character related thereto, resulting from the actions, negligent or otherwise, of **Scenic Tents** and it's employees and agents.

_____:INITIAL

7. Tent Installation: Installation of a tent must be done correctly for the protection of the users, the tent, and ultimately the success of your event. Therefore, it is our strict policy that all installations and take downs are done by our experienced crews. **All prices quoted will include these services.**

_____:INITIAL

8. Responsibility for Equipment: From the time the item(s) is/are accepted at the time of delivery until the time it is returned, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor cost, to replace or repair the item(s). Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

_____:INITIAL

9. Preparation for Installation and Takedown: All tent installations need to be on a **flat grass area**. (Fees may apply for other areas but are not limited to dirt and gravel.)

- Please have the area mowed and completely clear of obstructions before we arrive at the job-site.
- In like manner, the tent must be totally empty before we can take it down. Fees will be applied if these policies are not met.

Underground Obstructions: Scenic Tents must be notified of any underground water, electrical or sewage lines and a prior site visit must be made if there is such. Consultation from a contracted servicer or groundskeeper must mark the underground water electrical or sewage during prior site visit and before tent installation. Scenic Tents reserves the right to refuse Tent installation on any area we see not fit or safe.

If **Renter** chooses to not request site visit or communicate a non grass surface prior to tent installation, **Scenic Tents** will choose a site that is more suitable for the tent.

10. Asphalt Installation: Erecting a tent on an asphalt surface is not a routine operation and additional fees may apply. Requiring that we drive iron stakes approximately two and one-half (2.5) feet long and a minimum of one (1) inch in diameter through the surface. We fill the holes with ready-fix asphalt immediately after the stakes are removed. There will be minimal damage to the asphalt.

11. Concrete Installation: This is not a routine operation and additional fees may apply. When a tent is installed on a concrete surface, stakes cannot be used. We must drill holes through the concrete and screw in eye-bolts to anchor the tent. Upon removal, we remove the eye-bolts and shields to fill the holes.

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12. Permits: It is the responsibility of the **Renter** to check with the proper town authority prior to the installation date to confirm the requirement of permits. We will assist you in any way possible, but obtention of Town permits is the sole responsibility of the Renter. For public property of tents large enough requiring a State Fire Permit, **Scenic Tents**, resumes responsibility of filing these permits, but the **Renter** is responsible to cover the fees and cost of equipment required to meet such standards.

13. Damage and Damage Waiver: Scenic Tents does its best to protect your property during the delivery, installation and removal process. **Renter** agrees to release **Scenic Tents** of any liability for any damage to any property due to delivery, installation and removal of equipment on Renter's property. This includes but is not limited to ruts in grass/lawns, scratches or cracks on the installed surface, and high wind related damages. If changes such as but not limited to rain or wind make an area unsafe or not suitable for our **Trucks, trailers, tents, or equipment**, we reserve the right to request a

new space for the tent installation. If no one is available or onsite to consult, we may choose the space Please understand this would be made in the best interest to protect both our and your property from damage.

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14. Liability/Use of Tents: All equipment is used at **Renter's** risk. Conditions which prevent satisfactory use do not relieve **Renter** of his responsibility for rental charges. It is expressly understood and agreed by and between the parties that,

(a) **Scenic Tents** shall not be liable in any manner and shall be held harmless for any injuries or damages caused to persons or property related to, resulting or arising from **Renter's** lease of a tent from Lessor.

(b) **Scenic Tents** shall not be liable, and shall be held harmless for injuries or damages caused by fire or from any cause: rain, hail, sleet, snow, storms, high winds, tornadoes, floods, or other disturbance of nature. **Lessor** shall not be liable and shall be held harmless for any impact on **Renter's** event resulting from damage to the tent caused by fire and/or any of the aforesaid causes or disturbances of nature.

(c) If the equipment becomes unsafe or in disrepair for any reason, **Renter** agrees to discontinue its use and to notify **Scenic Tents**. Lessor will repair or replace the equipment with similar equipment in good working order if available, and if the defect is a result of normal use **Scenic Tents** is not responsible for any incidental or consensual damages caused by delays or otherwise; the **Renter** hereby waives any right or entitlement thereto.

(d) **Scenic Tents** shall not be liable and shall be held harmless in any manner for injuries or damages caused by persons or things falling over and coming into contact with ropes, stakes, or other supports.

(e) **Scenic Tents** does not guarantee the tents to be absolutely waterproof. Tents are a fabric/vinyl structure which by their nature will keep out low or moderate intensity rain. **Renter** acknowledges that it should not be expected that it provides safety and preservation of all materials under the tent during severe weather.

(f) **Renter** promises to pay for any lost, stolen, or damaged items of **Scenic Tents** at cost.

(g) **Renter** agrees not to do any type of cooking under or within a reasonable distance of the tent, unless otherwise approved by **Scenic Tents**. Renter assumes full responsibility and costs incurred for damage and/or cleaning expenses to tents due to cooking processes under or near tents.

(h) **Renter** agrees not to have flames such as a fire, bonfire, fireworks or any other open flames within 500ft of the tent. Enclosed candles may be allowed under discretion of **Renter**. If such damages occur from flame to the vinyl or any equipment, the **Renter** agrees to pay cost for such incidents.

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15. Authorized Signature: All collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be Renter's responsibility.

I have read and agree to the above Terms and Conditions and acknowledge receipt of the same.

RENTER(S):

Signature(1): _____

Printed Name: _____

Date: _____

Signature(2): _____

Printed Name: _____

Date: _____

Scenic Tents, LLC

Lessor

By: _____

Its duly authorized agent

Printed Name: _____

Date: _____

TABLE TOP RENTAL CONTRACT TERMS & CONDITIONS

This is an additional contract for the use and rental of items such as linens, glassware, plates, silverware and other small decor.

Renter and Scenic Tents acknowledges that if customer does not rent such items this part of the contract shall not apply.

_____:INITIAL (If linens, glassware, plates, silverware is **NOT** rented)

Renter agrees that for all small items:

A credit card will be kept on file in the case for such damages listed below.
(**Renter** will be notified within 30 days after the event if any charges are to be occurred.)

1. **Linens:** **Renter** acknowledges that linens are subcontracted through a third party company. **Scenic Tents** does not own or operate linens but only leases them on the **Renters** behalf.
 - a. Linen prices are subject to change in a new year from time of contract to final payment due. (Please understand we do our best not to make this change unless the subcontract change puts **Scenic Tents** at a loss)
 - b. Because linens are contracted out, final count and color of linens cannot be changed within 60 days of the event.
 - i. In some cases (short notice) additional linens can be added but this is sometimes at an added cost to **Renter**.
 - c. **Scenic Tents** will assist **Renter** in determining the count needed for tables but it is ultimately the **Renter's** responsibility to specify their final count ahead and pay for cost of extra linens.
 - d. **Renter** agrees that lost or damages such as burns, rips, or unremovable stains will be charged after the event. These costs are **NOT** determined or set by **Scenic Tents**.
2. **Tabletop items:** glassware, plates, silverware, chafing dishes, and other small catering type items.
 - a. Glassware, plates and silverware must be rented per the rack/ Sets. These items are packaged after a sanitation process and once opened, requires processing.
 - i. Example: if 65 glasses are requests, but they come in a rack of 25, the **Renter** is responsible for renting 3 racks or 75 glasses, and thus responsible for the care of these.
 - b. All glassware, plates and silverware must be returned to their racks and rinsed free of food and debris before **Scenic Tents** arrives to clean up the event.
 - i. Understand that although we may not pick up an event for a few days, the **Renter** (or its catering company) is responsible for

tabletop items to be free of food to protect from animals and damages, as well as sanitation purposes. Food that sits on such items for 1-2 days can take up to 3-4 hours extra for cleaning.

- c. Tabletop items that require extra rinsing and washing before sanitation are subject to an additional charge of \$100 per hour or more.

Credit Card to be kept on file for Tabletop rentals:

(note: This is a secure system, but if you wish **Scenic Tents**, can enter your card manually into our system for future processing)

Your booking is not final until we do so.

Name on Card: _____

CC# _____ EXP: _____

CCV: _____

Billing Address: _____

RENTER(S):

Signature(1): _____

Printed Name: _____

Date: _____

Signature(2): _____

Printed Name: _____

Date: _____

Scenic Tents, LLC

Lessor

By: _____

Its duly authorized agent

Printed Name: _____

Date: _____