

PETE'S PARTY & TENT RENTALL TERMS AND CONDITIONS

This document is a contract. The rental agreement is between the undersigned hereinafter referred to as the Customer and Pete's Party & Tent Rentall a division of Pete's Rentall Limited hereinafter referred to as PPTR.

RENTAL AND TERM begins on the date specified as event begin or will call and terminates on the date specified as the event end or return.

RESERVATIONS: To confirm an order, we require a signed rental agreement and a 50% non-refundable, non-transferrable deposit. Balance is due 48 hours prior to the delivery/out date unless the customer already has a pre-established open account. If you do not meet this term, PPTR reserves the right to cancel the order without refunding the initial deposit. Rental of all items is based on a one-day use. Additional charges apply for multiple day usage.

PAYMENT: The Customer shall be liable for full payment in advance. We accept Cash, Bank Drafts, E transfers, Debit, Visa and Mastercard. A valid credit card number is required for security on all orders and will remain on file for the duration of the rental agreement. You authorize PPTR to apply any rental charge or any additional charges to this credit card. **All credit card payments above \$3000.00 on your complete order will be subject to a 3.0% convenience fee.**

CANCELLATION: Customers who cancel their order at any time after a deposit is provided **will lose their deposit** regardless of their circumstances or reasons for cancellation. Once items are reserved, quantity reductions are permitted provided the adjustment does not reduce the item(s) below 35% of the original reserved quantity. However, any such adjustments shall not reduce the total price of the contract below the amount of the non-refundable 50% deposit. All modifications to the existing agreement must be made at least 14 days prior to the delivery/out date. Once items leave our warehouse they are considered rented. Rented items returned unused will not be credited.

DELIVERIES & PICK-UPS: Standard delivery times are Monday - Saturday 8:00am – 5:00pm. Anytime beyond that is considered "after hours" and subject to additional charges. Standard curbside delivery charges are based on an 8 hour window. Actual times may vary due to truck routing, event location, scheduling and traffic. We will do our best to notify you of any delays in deliveries or pick-ups. "Curbside delivery" is defined as: Delivery to an area readily accessible to trucks at ground level on a flat, hard service within 30 feet of the nearest loading area with no steps or obstructions. Additional charges apply in the event load in/load out access is difficult, non-ground level, excessive in distance, stairs, elevator deliveries, and/or any other obstacles which incur extra time/labour. Upon delivery or upon pick-up, the Customer or the authorized representative must be present to cross reference and examine the rental items for accuracy, condition, and quantity. The delivery form must be signed which confirms the above-mentioned verification. If the Customer can not meet this term, our staff will leave the rental items in a predetermined area, and the Customer will deem the order was received in full. Items will be stacked neatly with reasonable access for the Customer. All equipment must be taken down, re-stacked, sorted and made ready for pick-up by the Customer. Set-up/take-down of rental equipment is available by PPTR if prearranged, for an additional charge. Responsibility for will call/pick-up orders remains with the Customer from the time the items leave PPTR until they are returned. The Customer is responsible for loading and securing items within his or her vehicle. PPTR will assist the Customer in loading, but PPTR will not be held

liable for damages to vehicles or rental equipment in transit due to improper loading.

CARE, USE AND LIABILITY OF RENTAL EQUIPMENT: The Customer agrees to use the equipment in a safe, responsible and prudent manner and in doing so, comply with all applicable laws, by-laws, rules, regulations or guidelines imposed by any Municipal, Provincial or Federal regulatory authority.

Rental equipment remains the responsibility of the Customer from the time of delivery or Customer pick-up until the time the equipment is returned to PPTR. The Customer assumes all risk and liability of damage, injury, illness or any other form of harm including consequential damage, resulting from the delivery, transportation, installation and removal of a rental item(s), regardless of fault. This includes, but not limited to, damages to the venue, driveways, flooring, and/or the Customers own goods. Prior to the event, the Customer must obtain at their expense, all necessary permits, licenses, consent and insurances. In the event of any accident or incident causing bodily injury or property damage as a result of the use of, or the rental of PPTR equipment, the Customer agrees to accept full responsibility and shall indemnify and save harmless PPTR arising from any actions, claims, suits, judgements which may arise against PPTR. The Customer further agrees to pay all legal costs incurred by PPTR in defending any such actions. Please follow these guidelines for the return of PPTR rental equipment:

Tables & Chairs: Must be knocked down, stacked and replaced on carts provided if applicable.

Linens: Shake linens free of debris, food etc. Do not place linens in garbage bags that could be mistaken for trash. Utilize the laundry bags and/or the clear bags provided.

Glassware: Empty glasses of all liquids and return in their original boxes right side up.

Cutlery: Separate and sort cutlery as they were received, dinner forks together, knives together etc.

Dishes: Remove food by scraping the plates like you would in your dishwasher. Sort plates by size and replace in respective crates.

THEFT WARNING: Failure to return equipment by the event end date or return date will be considered a theft resulting in a criminal prosecution.

TITLE & OWNERSHIP: The rented equipment shall at all times be and remain the sole and exclusive property of PPTR. If the equipment is levied upon for any reason, PPTR may take all necessary actions to retake the equipment without notice of legal process.

DAMAGE WAIVER: (10% of rental items) Unless previously rejected by initialing the appropriate box on this written agreement, by accepting the Damage Waiver the Customer agrees to pay an additional charge as specified on the reverse. The damage waiver covers you the Customer exclusively in the case of accidental damage or reasonable breakage. In order to be eligible for damage waiver protection coverage, you must return damaged item(s) or pieces of the broken item(s) by the return date. The damage waiver is not an insurance policy. It does not waive you of liability for loss or damages caused by misuse, abuse, shortages, neglect, vandalism, theft or improper handling by you the Customer, or by any third party, including transportation or courier services. In such circumstances, and regardless of fault, the Customer will be required to pay all replacement charges, including labour costs to replace the items. Unreturned items will be billed at replacement value. Replacement values are determined by PPTR. Damage waiver is non-refundable.

TENTING POLICIES: Permits are required in most municipalities in Ontario when the tent size exceeds 646 square feet (60m²). Tents exceeding 2425 square feet (225m²) typically require an Engineering Site review after the tent has been installed. The Customer agrees to obtain all necessary permits at their expense before the installation of the equipment as levied by their

respective Building Departments. Upon request, PPTR will be pleased to apply for tent permits on your behalf (additional charges apply). **Site:** The customer agrees to clear the site upon which the tent will be installed of all structures and other impediments. Tent stakes go into the ground approximately 3 feet (1m). If the terrain is not suitable to securely hold the type of stake normally used to secure the tents, an additional charge will be made for ballasts or special equipment as required. **Look up** – tents need to be a minimum of 10' (3m) away from any overhead lines.

Underground services: For the safety of our employees, and in consideration for all underground services, it is imperative that the Customer ensure that all underground pipes, wires, utilities, septic systems are located, and their location clearly indicated on the ground surface prior to the scheduled installation of the Customer's tent. Locates are typically provided free of charge by Ontario One Call but require 10-14 days advance notice. Due to the fact that not all utilities have been installed by members of Ontario One call, a private locate company may need to be contracted. In the event of default in this connection the Customer shall be responsible for all damage to the said utilities caused by the stakes or other equipment. PPTR shall not be responsible for damage to the ground or any paved portion of the site, nor damage to trees, flowers or shrubs adjacent to the lands resulting from the installation of the equipment. **Storm Conditions at the time of Installation:** If, in the opinion of PPTR, the weather conditions at the date for installation of the tent are such that there is a clear risk of damage to the equipment or PPTR staff the Customer shall elect between postponing the installation until the following day or cancelling this agreement subject to a cancellation charge of 50% (1/2) of the total price. **Weather Conditions:** The Customer acknowledges that tents are temporary structures that may be unsafe in certain weather conditions, including high winds, severe rain, lightning, hail, freezing rain or snow. In severe weather, the tent should be evacuated! The Customer is responsible for creating an evacuation plan for the event.

ACTS OF GOD: PPTR shall not be liable to the Customer for any delays or non-completion of the contract caused by Acts of God, strikes, terrorist threats, epidemics, pandemics, Government state of emergency orders, boycotts, civil insurrections or commotion or other conditions beyond PPTR control.

REMEDIES: If the Customer fails to respect any obligation of these TERMS & CONDITIONS, PPTR shall be entitled, without prejudice to any and all other rights and recourses to terminate the contract, obtain payment of all amounts owed by the Customer, and obtain specific performances by the Customer, including entry in the event site to retake possession of the Rented Materials. The Customer shall be responsible for the payment of all related costs.