

# Park Avenue Parties Rental Contract

## TERMS AND CONDITIONS

### Reserving Equipment

Quotes and proposals do not guarantee availability of rental equipment. Equipment and items will be reserved only upon receipt of a valid credit card on file, a signed rental contract and a 20% NON-REFUNDABLE deposit (cash, check, or credit card).

### Damage Waiver

For security against damaged items, a non-refundable damage waiver of 10% will be added to all rental contracts.

### Final Payment

Customer must provide Park Avenue Parties with a final count 5 days prior to event at which time a final invoice with balance due will be provided. Full payment is due 4 days prior to the event. No orders will be scheduled for delivery until full payment is received.

### Site Preparation

Customer agrees to have event site ready before crew arrives. This means lawns will be mowed, vehicles moved out of the way, etc. Customer agrees to inform Park Avenue Parties of the existence and location of any underground utilities such as telephone or gas lines, sprinkler or septic systems, etc., or any other conditions that may interfere with the ability to stake and/or anchor equipment. If you are unsure of underground utilities, please order an 811 locate. Customer assumes all responsibility for all damage to underground equipment in the absence of such notice.

### Emergency On-Call Service

We provide 24-hour on-call service to all customers with tent installations. You may reach Wayne or Chris at Park Avenue True Value: (970) 249-4850 during regular business hours 7 days a week. Any other time, please call Wayne on his cell: (970) 209-5672 .

### On-Site Service

Customer may retain the services of a Park Avenue Parties employee during an event. Additional charges may apply for this service.

### Delivery / Pickup Service

Delivery service is available on all orders regardless of size. All fees are based on tailgate delivery and charged by geographic location. Additional delivery charges will occur for 2nd floor or higher delivery or for below ground level delivery. Additional delivery charges may also be charged for excessive distance for loading and unloading trucks, specific delivery and pickup times, and after-hours delivery and pickup. Delivery fees quoted may change after site inspection. All items will be delivered and picked up at a designated location. Additional fees are required for more than one pickup or drop off location. The customer should be available to count all items upon delivery and pickup, otherwise the client will be responsible for returning the missing items. Orders are typically delivered 1-3 days in advance of your event while pickups occur 1-2 days following your event. Specific times can be requested, but not guaranteed. Delivery time can vary up to three hours from the time scheduled. Scheduled delivery time is decided the week of the event. Responsibility for equipment remains with the client from the time of the delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from the weather.

### Cleanup / Preparation for Pickup

All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be stacked as delivered. Clean up services are available at an additional cost. All dishes, glassware, and cooking equipment, should be returned to their proper rack or container and assembled at a single location for pickup. Dishes, glasses, flatware, and any other equipment that has come in contact with food or beverage must be well rinsed and food and particle free. Grills must be returned clean. Linens should also be food and particle free and be shaken out and put into the canvas laundry bags provided. Linens that are returned with burns, holes, tears, wax damage, or are permanently stained will be billed at replacement cost. See the Linen Rental Guidelines sheet provided with linens for more information.

### Weather

Customer understands that tents are temporary structures designed to provide short term protection from weather conditions, primarily sun and rain. There may be situations, however, particularly those involving strong winds, lightning and snow 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 tent is erected. People must leave the tents and not seek shelter in tents during such conditions. Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate! Customer agrees that in the event of a predicted or actual storm or excessive winds, Park Avenue Parties may dismantle any equipment that has been previously installed to ensure safety of all involved. Park Avenue Parties may choose to alter the delivery / pickup times according to weather conditions, as tents cannot be assembled or disassembled in severe weather conditions. Tents are secured with multiple ground stakes at each corner for maximum safety. Tents secured with water barrels in lieu of stakes are never recommended. Tents scheduled after Labor Day to Memorial day run the risk of collapse during snow storms. We reserve the right to take down or not erect a tent if heavy snow is forecast. Client is responsible for the rental cost of the tent structure and tent accessories even if the tent is erected or delivered and not used.

### Additional Charges

Additional charges will apply if:

1. The site is not ready or accessible when the crew arrives;
2. The tent and rented equipment is not ready for prearranged pickup;
3. Delivery or pickup is from any location other than ground level (upstairs or downstairs);
4. All chairs and tables are not stacked as delivered for pickup;
5. Food service items are not rinsed food-free. Caterer must be contacted regarding this matter;
6. Any additional equipment (stoves, grills, ovens, etc.) is left dirty;
7. Customer requires deliveries or pickups before or after normal business hours: 8am-6pm;
8. Site requires custom tent installations such as on asphalt, decks, around immovable obstructions, etc.;
9. Tent crew must haul equipment from truck to site or back at a distance of 50 feet or more;
10. Deliveries or set-ups occur on holidays or holiday weekends.

**Customer agrees** to return all rented equipment according to these TERMS AND CONDITIONS. The customer is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be the customer's responsibility. I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.

---

Customer Signature

---

Date