

A-ABCO RENTS AND SELLS

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TENT RENTAL CONTRACT AND PROVISIONS

SITE PREPARATION:

YOU AGREE TO HAVE THE INSTALLATION AREA CLEARED BEFORE THE DATE AND TIME THE TENT IS TO BE INSTALLED AND TO HAVE THE CONTENTS OF THE TENT CLEARED OUT BEFORE THE DATE THE TENT IS TO BE TAKEN DOWN. YOU AGREE TO: CLEARLY MARK OR LAY OUT THE EXACT LOCATION OF THE TENT; BE PRESENT OR HAVE A REPRESENTATIVE PRESENT AT THE TIME OF TENT ERECTION. IN ORDER TO INSTALL OR TAKE DOWN A TENT, WE MUST HAVE CLEAR UNOBSTRUCTED SPACE THAT IS LARGER THAN THE TENT BY A MINIMUM OF 5' FEET ON EACH SIDE AND EACH END OF THE TENT. YOU AGREE TO OUR STANDARD ADDITIONAL CHARGE FOR ANY DELAY INCURRED, OR ADDITIONAL LABOR PERFORMED BY US, RESULTING FROM YOUR FAILURE TO PREPARE THE INSTALLATION SITE.

SUBSURFACE CONDITIONS AND UTILITIES:

YOU AGREE TO CONTACT THE APPROPRIATE AUTHORITIES AT LEAST SEVENTY-TWO (72) HOURS BEFORE TENT ERECTION IS TO BEGIN, OBTAIN THEIR AUTHORIZATION TO DRIVE TENT STAKES OR OTHERWISE DISTURB THE SOIL, AND INFORM US OF THE EXISTENCE OF ANY UNDERGROUND UTILITIES (E.G., PHONE LINES, GAS LINES, CABLE LINES, SEPTIC SYSTEM, OR WATER MAINS)) OR CONDITIONS THAT MAY INTERFERE WITH OUR ABILITY TO STAKE AND/OR ANCHOR TENTS. IT IS YOUR RESPONSIBILITY TO MARK THE LOCATION OF UNDERGROUND UTILITIES AND INFORM OUR CREW WHEN THEY ARRIVE AT THE JOB SITE. YOU SHALL PROVIDE US WITH A DETAILED DIAGRAM OF ALL UNDERGROUND SYSTEMS UPON OUR REQUEST.

CARE OF EQUIPMENT:

FROM THE TIME OUR CREW LEAVES AFTER INSTALLING THE TENT UNTIL THEY RETURN TO REMOVE THE TENT, YOU AGREE TO MAINTAIN THE RENTED EQUIPMENT IN GOOD CONDITION, KEEPING THE POLES IN PLACE, ALL ROPES TIGHT AND TIED, AND THE WALLS OF THE TENT NEATLY FOLDED AND OFF THE GROUND. IN THE EVENT THAT THE WALLS OR THE ROPES SHOULD COME LOOSE DUE TO WEATHER OR ANOTHER UNFORSEEN ACT, PLEASE CALL (650) 365-3050, WE HAVE A TWENTY-FOUR HOUR ANSWERING SERVICE AND PERSONS ON CALL THAT WILL BE DISPATCHED TO CORRECT ANY PROBLEMS.

DESIGNATED CUSTOMER CONTACT:

YOU AGREE TO DESIGNATE ONE INDIVIDUAL TO BE RESPONSIBLE FOR YOUR DEALINGS WITH US. THIS INDIVIDUAL MUST BE PRESENT TO MEET OUR CREW AT THE AGREED INSTALLATION TIME TO CORRECTLY SPOT THE LOCATION OF THE TENT AND BE AVAILABLE FOR RECOGNIZING AND ALLEVIATING POTENTIAL PROBLEMS.

SECURITY:

YOU AGREE TO EMPLOY A COMPETENT WATCHMAN ON THE PREMISES UPON WHICH THE RENTED EQUIPMENT IS LOCATED, TO PREVENT FIRE, THEFT, OR OTHER DEPREDATIONS TO THE PROPERTY FROM THE FIRST DAY OF INSTALLATION TO THE LAST DAY WHEN THE EQUIPMENT IS REMOVED. A WATCHMAN IS NOT REQUIRED FOR ANY TENT ERECTED ON ENCLOSED, PRIVATE GROUNDS.

HOLD HARMLESS:

YOU AGREE TO ASSUME THE RISK OF, AND INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LAWSUITS AND PROCEEDINGS OF EVERY KIND, INCLUDING COSTS, EXPENSES, AND ATTORNEY'S FEES FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY, CONNECTED WITH, OR RESULTING FROM:

- (A) THE DELIVERY, LOADING, UNLOADING, ERECTION, INSTALLATION, DISMANTLING AND USE OF THE RENTED TENTS AND RELATED ITEMS ("TENT").
- (B) CONTACT WITH UNDERGROUND WIRES, PIPES, CABLES, OR OTHER OBSTRUCTIONS.
- (C) NECESSARY SURFACE REPAIRS.
- (D) FIRE, RAIN, HAIL, SLEET, SNOW, HIGH WINDS, TORNADOES, FLOODS OR OTHER DISTURBANCES OF NATURE AND OTHER ACTS OF GOD CAUSING TENT FAILURE; FALLING OBJECTS AND AIRCRAFT; VEHICLE COLLISION; AND SMOKE, NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION.
- (E) DAMAGE AND/OR CLEANING EXPENSES TO TENT TOP DUE TO COOKING PROCESSES UNDER OR NEAR TENTS.

RISK OF LOSS DAMAGE:

YOU AGREE TO PAY FOR ANY RENTED TENTS AND RELATED ITEMS ("TENT") LOST, STOLEN, OR DAMAGED WHILE IN YOUR POSSESSION, OTHER THAN BY RAIN, STORM, TORNADO, HIGH WINDS, FIRE CAUSED BY LIGHTNING OR OTHER DISTURBANCES OF NATURE OR ACTS OF GOD, PROVIDED THAT: (I) YOU NOTIFY US IMMEDIATELY AFTER THE DAMAGE; AND (II) PAY OUR NORMAL LABOR CHARGES FOR TENT REERECTION IF YOU CHOOSE TO GO FORWARD WITH THE EVENT. YOU AGREE TO PAY, AT OUR OPTION, EITHER THE AMOUNT NECESSARY TO REPAIR THE TENT TO OUR SATISFACTION, OR THE REPLACEMENT COST OF THE TENT. YOU SHALL REMAIN LIABLE FOR PAYMENT IN FULL OF ALL RENTAL CHARGES FOR ANY LOST, DAMAGED, OR STOLEN TENT.

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SIZE AND QUALITY OF RENTED PROPERTY:

TENTS ARE RENTED ON AN "AS IS" BASIS. ALTHOUGH THE CANVAS AND VINYL FABRICS OF THE TENTS HAVE BEEN TREATED FOR WATER REPELLENCY, WE DISCLAIM ANY GUARANTEE OR WARRANTY AS TO THE EFFECTIVENESS OF SUCH TREATMENT, OR THAT THE FABRIC OF SUCH ITEMS WILL NOT STRETCH, SHRINK, CRACK, FADE, TEAR, OR LEAK.

WEATHER RELATED RISKS:

TENTS ARE TEMPORARY STRUCTURES AND COULD POSSIBLY COLLAPSE DURING A SEVERE RAIN, SNOW, OR WINDSTORM. EVACUATION OF TENTS IN HIGH WINDS, HEAVY SNOWS, OR EXTREME LIGHTNING IS RECOMMENDED. YOU AGREE THAT IN THE EVENT OF A PREDICTED OR ACTUAL STORM OR EXCESSIVE WINDS, WE MAY DISMANTLE ANY PREVIOUSLY INSTALLED RENTED TENTS AND RELATED ITEMS TO ENSURE THE SAFETY OF ALL PERSONS INVOLVED. YOU ASSUME ALL WEATHER-RELATED RISKS INVOLVED IN HOLDING AN OUTDOOR, TENTED EVENT.

RIGHT OF INSPECTION:

WE SHALL AT ALL TIMES, AFTER PROMPT AND REASONABLE NOTICE TO YOU, HAVE THE RIGHT TO ENTER ANY PREMISES WHERE THE RENTED TENTS AND RELATED ITEMS MAY BE LOCATED FOR PURPOSES OF INSPECTING THEM, OBSERVING THEIR USE, OR REMOVING THEM FROM YOUR PREMISES.

FORCE MAJEURE:

OUR PERFORMANCE UNDER THIS AGREEMENT WILL BE EXCUSED OR MAY BE DELAYED OR MODIFIED WITHOUT LIABILITY IN THE EVENT OF SEVERE WEATHER CONDITIONS, STRIKES, LABOR DISPUTES, RIOTS, ACCIDENTS, NATURAL DISASTERS, AND OTHER ACTS OF GOD, AND GOVERNMENTAL MANDATES BEYOND OUR REASONABLE CONTROL. IN SUCH EVENT, WE AGREE TO PROMPTLY NOTIFY YOU. IF, IN OUR OPINION, CIRCUMSTANCES PERMIT, WE WILL USE OUR BEST EFFORTS TO PROVIDE SUBSTITUTE SERVICES AS CLOSE AS REASONABLY PRACTICABLE TO THE SERVICES SPECIFIED HEREIN, SUBJECT TO YOUR WRITTEN APPROVAL.

REMOVAL OF TENTS AND EQUIPMENT:

THE RENTED TENTS AND RELATED ITEMS ("TENT") MAY NOT BE DISMANTLED OR MOVED TO ANOTHER LOCATION WITHOUT OUR PRIOR WRITTEN APPROVAL. YOU WILL BE CHARGED AN ADDITIONAL SERVICE CHARGE IF PICKUP OF ANY TENT IS FROM A LOCATION OTHER THAN THE LOCATION TO WHICH IT WAS DELIVERED UNLESS WE WAIVE THE CHARGE AT THE TIME OF CONSENTING TO A TRANSFER. IN NO EVENT MAY YOU ALLOW ANY PARTY OTHER THAN US TO DISMANTLE, MOVE, OR ERECT THE TENT.

STAKING THE TENT:

YOU AGREE, AT YOUR EXPENSE, TO PROVIDE A SUITABLE SURFACE FOR THE ERECTION OF THE TENT. WE ASSUME NO LIABILITY FOR HOLES, CRACKS, OR OTHER DAMAGE TO CONCRETE, ASPHALT, OR ANY OTHER SURFACE ON WHICH A RENTED STRUCTURE HAS BEEN ERECTED. YOU ARE RESPONSIBLE FOR FILLING HOLES AND REPAIRING ALL STAKED SURFACES. AT YOUR REQUEST, HOWEVER, WE WILL FILL STAKE HOLES WITH ASPHALT PATCH. (THERE IS NO CHARGE FOR THIS SERVICE.) WE MAKE NO WARRANTY THAT ASPHALT WILL BE RESTORED TO ITS ORIGINAL CONDITION.

LIGHTING AND POWER:

YOU AGREE TO FURNISH US ACCESS TO, AND THE RIGHT TO USE, YOUR ELECTRICAL AND POWER LINES FOR INSTALLATION AND OPERATION OF THE RENTED TENTS AND RELATED ITEMS.

RENTAL FIRM IDENTIFICATION:

YOU AGREE THAT OUR IDENTIFYING MARKS, INCLUDING LOGOS, TRADEMARKS, SERVICE MARKS AND TRADE NAMES, MAY APPEAR ON THE RENTED TENTS AND RELATED ITEMS WHILE IN USE BY YOU.

INSTRUCTIONS TO CUSTOMER:

I HAVE BEEN GIVEN, AND AGREE TO READ AND ENSURE THAT I UNDERSTAND THE SAFETY INSTRUCTIONS BEFORE USING THE RENTED TENTS AND RELATED ITEMS. I AGREE TO ABIDE BY THE SAFETY INSTRUCTIONS THROUGHOUT THE DURATION OF THE RENTAL.

CUSTOMER'S
SIGNATURE _____

(REQUIRED)

DATE _____

(REQUIRED)