

**Undercover Tents, LLC - Rental Agreement**



This Agreement ("Agreement"), between the customer identified below ("Customer") and Undercover Tents, LLC ("Undercover"), is for the rental of the tents and other event equipment as described in the attached quote or invoice, number \_\_\_\_\_ ("Rental Equipment"), subject to the terms and conditions contained herein.

(Please provide your vendors and site/event coordinator with these Policies to instruct them with the handling of your rental items, though it is the Renter listed on the Reservation, Rental Agreement and Invoice who is financially and legally responsible.)

**1. Customer Information:**

**Event Information:**

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\_\_\_\_\_

e-mail address: \_\_\_\_\_

Phone Number on Day of Event \_\_\_\_\_

**2. Rental Equipment and Rental Cost:**

Undercover agrees to provide the Rental Equipment contained in attached quote number \_\_\_\_\_ ("Quote") on a rental basis for the price therein described. Undercover may alter delivery fees after inspecting the site to accommodate for long distances, stairs, or other obstacles to set-up and delivery. Customer acknowledges that Undercover may contract with third parties for the provision of Rental Equipment or services discussed in the Quote. The Rental Equipment is, and at all times shall remain, property of Undercover or its providers. Undercover agrees to provide the Rental Equipment for the sole use of Customer, and Customer is not permitted to re-rent, lease, lend or in any way transfer possession of the Rental Equipment.

**3. Reservation, Payment, & Cancellation Policy:**

Customer Initial \_\_\_\_\_

(Rental Term A)

**Rental Term A:** The following terms apply if the Rental Cost outlined in the Quote is less than \$2,500.00:

- Rental Equipment is not reserved until the following two conditions are met:
  - This Agreement is fully executed by Customer and Undercover; and
  - Customer pays to Undercover a nonrefundable deposit of 25% of the Rental Cost.
- The remaining 75% of the Rental Cost is due in full the day of delivery of the Rental Equipment.
- Any cancellation of this Agreement must be made in writing. In any such event, if Customer has paid to Undercover more than the nonrefundable deposit of 25%, Undercover will return to Customer all amounts over the nonrefundable deposit within 60 days of receipt of notice of cancellation.

Customer Initial \_\_\_\_\_

(Rental Term B)

**Rental Term B:** The following terms apply if the Rental Cost outlined in the Quote is equal to or greater than \$2,500.00:

- Rental Equipment is not reserved until the following two conditions are met:
  - This Agreement is fully executed by Customer and Undercover; and
  - Customer pays to Undercover a nonrefundable deposit of 25% of the Rental Cost.
- An additional nonrefundable deposit of 50% of the Rental Cost is due in full 60 days prior to the event.
- The remaining 25% of the Rental Cost is due in full the day of delivery of the Rental Equipment.
- Any cancellation of this Agreement must be made in writing. In any such event, the following terms apply:
  - If Customer cancels this Agreement on or before 60 days prior to the event and Customer has paid to Undercover more than the nonrefundable deposit of 25%, Undercover will return to Customer all amounts over the nonrefundable deposit within 60 days of receipt of notice of cancellation.

- If Customer cancels this Agreement less than 60 days prior to the event and Customer has paid to Undercover more than the total nonrefundable deposit of 75%, Undercover will return to Customer all amounts over the total nonrefundable deposit within 60 days of receipt of notice of cancellation.

**4. Permits and Permit Fees:**

Local or state governments may require permits for tents or other items of Rental Equipment. Undercover agrees to submit necessary permit applications, the fees for which Customer will pay.

**5. Site Preparation and Delivery:**

- a. Although Undercover will do its best to comply with Customer scheduling requests, Customer acknowledges that Undercover may deliver and set-up Rental Equipment as many as three days before Customer's event depending on logistical considerations.
- b. Customer agrees to have the delivery site clean and ready for delivery and installation. Customer must ensure that lawns are mowed and raked (preferably one day before delivery).
- c. Underground Utilities: For tent rental requiring Dig Safe, Undercover will contact Dig Safe to mark underground public utilities. Customer agrees to notify Undercover of the location of any private underground facilities at the delivery site. **Undercover will not be responsible for damage to underground utilities or equipment.**
- d. Undercover shall not be responsible for damage to driveways or yard areas.
- e. Any part of any tent included in the Rental Equipment must be installed at least 30 feet from overhead power lines. To comply with this requirement, Undercover reserves the right to select a different installation location at the delivery site or to refuse installation if no suitable alternative is available.
- f. Undercover reserves the right to decline to deliver the Rental Equipment if it determines that the delivery site poses a danger to its personnel or property.
- g. Customer or Customer's designated representative must be present at the time of delivery to verify Rental Equipment and acknowledge delivery in the space provided below. All deliveries will be deemed complete if Customer does not notify Undercover of missing items immediately upon delivery. Undercover may charge additional fees to deliver missing items not identified during the initial delivery.
- h. Undercover's standard delivery service does not include set-up or take-down of tables and chairs.

**6. Care and maintenance of Rental Equipment:**

- a. Customer is solely responsible for the care and maintenance of the Rental Equipment from delivery until removal. As such, Customer is solely responsible for the loss of or damage to any Rental Equipment, including, but not limited to, rips, tears, holes, punctures, scratches, breakage, theft, soot from fires, or destruction caused by any act or occurrence whether manmade or natural, the result of negligence or otherwise.
- b. Customer agrees to protect the Rental Equipment from misuse, abuse, overuse, or neglect and to surrender the Rental Equipment clean and in the same state of good repair as when the Rental Equipment was received.
- c. TENTS:
  - i. Customer may not cook or permit any cooking to occur inside or under any Undercover tent regardless of the heat source. This prohibition extends, without limitation, to electric-powered cooking implements.
  - ii. Tents must be 150 feet away from open flames, including, but not limited to, charcoal or gas barbecues or grills, campfires, bonfires, or Tiki torches. Customer shall not permit the use of any fireworks, sparklers or other incendiary items or devices on or near the site where any tent provided by Undercover is installed.
  - iii. Smoking is not permitted inside any tent provided by Undercover.
  - iv. Customers may not apply tape or other adhesives to any part of the tent, including, but not limited to, canvas or fabric pieces, windows, doors, poles, or lines.
- d. Other Rentals:
  - i. Customer agrees not to stack more than four tables on top of a standing table.
  - ii. Tables, chairs, linens, and lighting fixtures must remain under the tent at all times.
  - iii. **Chairs used outside the tent (e.g. Ceremony) must be properly protected from weather.**

**7. Return of Rental Equipment:**

- a. Customer acknowledges that Undercover will generally take down tents and remove all Rental Equipment within one to three days after Customer's event. Customer remains responsible for all Rental Equipment until pick-up.
- b. TENTS:
  - i. Tents and sides scheduled for pick-up are to be free of mud and other debris.
  - ii. Before takedown and pick-up, the tented area and a perimeter of ten feet must be free of all debris, including, but not limited to, food, cigarette butts, bottles and cans, party favors and trash.

- c. TABLES AND CHAIRS: Tables and chairs are to be clean and free of any tape or decoration and must be stacked as they were delivered.
- d. LINENS:
  - i. Customer agrees to shake out linens to remove debris before collection. Linens must be air dried to prevent staining and mildew, then loosely folded and returned to their original delivery containers. **DO NOT place linens in plastic bags.**
  - ii. Undercover will invoice customer after the event if wax removal or other additional handling is required.
  - iii. Customer will be charged a replacement fee in addition to the Rental Cost for any linens that after cleaning are not rentable because of irreparable staining or damage.
- e. TABLETOP
  - i. Plates/dishes must be free of food and be "dishwasher ready" or a 20% cleaning fee will be charged after your event. Plates may be returned to their racks and sprayed with a garden hose if one is available.
  - ii. Plates and glassware must be returned to their racks or an hourly charge of \$50/hr. will be invoiced to the customer if the crew must locate and repackage any items.
  - iii. Flatware must be returned to their bin, free of food.

**8. Insurance:**

Customer agrees to obtain or maintain property damage and casualty insurance that will cover the Rental Equipment in an amount sufficient to cover the full replacement cost of the Rental Equipment. The Replacement Cost of the Rental Equipment is \_\_\_\_\_. Customers are urged to check with their home insurers because home policies often cover items such as rental tents.

**9. Indemnification and Defense:**

Customer is solely responsible for injuries or property damage occurring at customer's event. Customer acknowledges the inherent risk posed by the potential for chairs to break, slips or falls on dance floors, or tent collapses resulting from bad weather. It is Customer's responsibility to monitor weather conditions carefully and to evacuate tents when the weather poses a danger. Event tents are not designed to withstand severe weather. Under no circumstances should Customer or Customer's guests' shelter under these tents during storms or other meteorological events. Customer agrees that customer will indemnify and hold harmless Undercover for any personal injury or property damage claims arising from Customer's event or Customer's use of the Rental Equipment, except for claims arising from the negligence, gross negligence, or willful acts or omissions of Undercover, its agents, servants, or employees.

**10. Photography Rights:**

Undercover Tents reserves the right to photograph any rental equipment set at your event location. Photo uses will range from advertising, social media, website, promotional uses and more.

**11. Legal Action:**

This Agreement is deemed made, construed and interpreted under the laws of the State of Vermont applicable to contracts entered into and totally performed therein. The parties agree that any legal action brought with respect to this Agreement must be brought in the state or federal courts in Vermont and hereby submit to the jurisdiction and venue of such courts. Customer shall be solely responsible for all collection fees, attorneys' fees, court costs, or expenses incurred by Undercover in the successful collection of rental, damage, and replacement charges.

**12. Damage Waiver:**

For security against damaged items, a non-refundable **damage waiver** is available for \_\_\_\_\_% of the total rental cost, waiving customer of liability for rented items that are returned damaged. The waiver **must** be accepted prior to your taking possession of the rented items. This waiver **does not** cover loss, or damage due to neglect, abuse or misuse.

**13. Warranty Waiver:**

**THE RENTAL EQUIPMENT IS PROVIDED "AS-IS" AND "WITH ALL FAULTS." UNDERCOVER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF SUITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. UNDERCOVER DOES NOT MAKE ANY WARRANTY AGAINST INFRINGEMENT OR INTERFERENCE; THAT THE RENTAL EQUIPMENT IS FIT FOR CUSTOMER'S INTENDED USE, APPLICATION OR ENVIRONMENT; OR THAT THE RENTAL EQUIPMENT IS FREE FROM ANY DEFECTS, LATENT OR PATENT. NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE RENTAL EQUIPMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. CUSTOMER HEREBY WAIVES ANY IMPLIED WARRANTIES AND ACKNOWLEDGES THAT UNDERCOVER WILL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO ANY OF THE RENTAL EQUIPMENT. CUSTOMER'S SOLE REMEDY FOR ANY FAILURE OF**

OR DEFECT IN OR WITH RESPECT TO ANY OF THE RENTAL EQUIPMENT IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AS OF THE TIME OF THE FAILURE.

CUSTOMER INITIALS: \_\_\_\_\_

Customer: \_\_\_\_\_

DATE \_\_\_\_\_

Co-Customer: \_\_\_\_\_

DATE \_\_\_\_\_

Undercover Tents, LLC \_\_\_\_\_

DATE \_\_\_\_\_