

TERMS: A 50% non-refundable/non-transferable down payment must be paid to reserve items for rental; this policy includes cancellation of any individual item(s) from part(s) of the order, or the order in full. The remaining balance will be expected thirty (30) days prior to delivery/pick up of the rental items. This is the point in time, relative to your event, where any and all changes to your order should be complete, and balance due is final unless prior arrangements have been made with Action Tents & Party Rental. Cancellation of rental items must be made in writing 30 days prior to event or Lessee is responsible for the full (100%) amount due, regardless of whether the items are used or not, due to weather, casualty, natural disasters, pandemics, war, or any other causes, including acts of God.

Visa, Master Card, American Express and Discover are accepted.

RETURN CHECK POLICY: All returned checks will be subject to a \$40.00 return check fee.

COLLECTION POLICY: In the event any balance under this agreement is not paid within ninety (90) days of the invoice date, Lessee agrees to pay Action Tents & Party Rental all expenses of collection, including reasonable attorney fees, as allowed under law.

CANCELATION: Lessee is financially responsible for any and all cancellations that may be subject to restocking fees and understands that Action Tents & Party Rental shall be entitled to retain the cost of any out-of-pocket expenses incurred by lessee, in preparation for the Event.

SPECIAL CANCELATION PROVISIONS: If, as a result of directives from federal, state or local authorities due to, but not limited to, COVID-19, natural disasters, pandemics, war, or act of God, and the event cannot be held as originally scheduled and the Lessee chooses to cancel, rather than postpone the event, the provisions of the above "Terms" and "Cancellation" will apply, regardless of when Action Tents & Party Rental is notified of the cancellation.

If Lessee chooses to postpone the event, the Lessee can reschedule their confirmed event, or use the amount paid in towards a new event, deadline restrictions will apply. All rescheduled events will be subject to availability, of not just the rental items, but the availability of the date, as well. Please note that all date changes are subject to availability. If any of your items are not available, we will do our best to find a suitable replacement. However, under these circumstances and these circumstances only, if Action Tents & Party Rental is not available on the new date, then Lessee shall be entitled to a refund of all amounts paid, including the down payment, described in "Terms"; except that, Action Tents & Party Rental shall be entitled to retain the cost of any out-of-pocket expenses incurred by lessee, in preparation for the event.

Note that these special provisions only apply if Lessee is fully prohibited by the directives of federal, state or local authorities from holding the event when planned. These provisions do not apply if Lessee could go forward with the event but chooses not to.

LESSEE (CUSTOMER) PICK UP: All Lessee rental and/or purchases of equipment are to be paid for prior to, or at time of, pick up by cash, cashier's check, money order, debit or credit card. Checks will no longer be accepted at the time of pick up. Any payment made in check form must be posted to your account thirty (30) days prior to the scheduled pick up. **LESSEE/S PICKING UP RENTAL OR PURCHASED EQUIPMENT ARE RESPONSIBLE FOR THE LOADING AND SECURING THE EQUIPMENT.** Lessee is liable for any damage that may occur to property and/or persons during loading and securing items. Lessee may pick up and return the rental equipment anytime between 8:00am - 4:00pm, Monday- Friday, as listed on job contract. (Excluding Holidays) Action Tents & Party Rental is NOT open on Saturday or Sunday. Lessee shall not return any rental equipment when the office is closed. If equipment is returned outside of office hours, and abandoned, whether left on the premises or not, Lessee will be charged replacement cost of all rental equipment that was not properly returned and checked in to Action Tents and Party Rental staff.

LATE RETURNS: Lessee is responsible for returning rental equipment on the posted date and time, specified on the job contract. Lessee will take full responsibility for notifying the office if, for any reason, the rental equipment cannot be returned by the posted date and time. All rental orders returned after the posted date and time will be considered "late", and will be charged regular price for an additional rental. A 24 hour grace period may be given if Lessee has notified the office prior to the end of the posted date and time for the rental equipment.

DELAYS: Any delays on delivery and/ or pick up or customer pick up and/ or return may result in additional charges based on the amount of time that our crews, or staff, were delayed. In addition to any other charges incurred due to said delay, to accommodate other events that may be affected.

DELIVERY CHARGE: Delivery charges are based on distance traveled to include one (1) round trip (delivery and pick up) during normal business hours. Any delivery or pick up set up outside Action Tents & Party Rental normal business hours of Monday- Friday, 8:00am- 5:00pm will be subject to overtime charges. Any delivery or pick up with distances that require our crew to need an extended stay will be subject to travel and per diem charges.

SERVICE CALLS/ SERVICES RENDERED: Any and all service calls will be charged the original delivery charge plus fuel surcharge. Services rendered will be invoiced according to the cost of Action Tents & Party Rental staff on site and time used to make the requested adjustments for any reason.

PERMITS: Local governments may require permits for the use of a tent within their city or county limits. Lessee shall check with the local building permit office and local fire department several weeks prior to the installation date for local requirements or restrictions. Action Tents & Party Rental will assist if requested, although procurement of permits and charges thereof, remain the responsibility of the Lessee. Any fines due to the local government for failure to comply with the requirements or restrictions are the responsibility of the Lessee, and the Lessee alone. Action Tents & Party Rental has no liability for the Lessee's failure to comply with local laws. ***See tent prep instructions for contact numbers***

TENT INSTALLATION: Installation of a tent must be done correctly for the protection of the tent, the guests and success of the event. Therefore, it is Action Tents & Party Rental's strict policy that all installations and takedowns shall be done by Action Tents & Party Rental's staff. The price quoted for tent rental includes installation, unless otherwise stated. Upon completion of the installation by Action Tents & Party Rental staff, the Lessee becomes responsible for the full rental price for the agreed term, regardless of event interruption, due to weather, casualty, or any other causes, including acts of God. Lessee is not responsible for a defect in the equipment at the time of installation, or negligence in the installation of the equipment by Action Tent & Party Rental's staff which impairs Lessee's use of the equipment.

SIDEWALL: Sidewall panels will be placed under each tent for the Lessee to install if needed. Sidewall must be removed from the tent and folded prior to Action Tents & Party Rental's arrival for tear down to insure that Action Tents & Party Rental's staff stays on schedule. Additional labor charges will be assessed if sidewall is not removed and Action Tents & Party Rental's staff is required to remove any sidewall panels. Installation of sidewall is available at an additional rate if arrangements are made in advance.

UNDERGROUND IMPROVEMENTS: Action Tents & Party Rental has no information on the existence or location of the pipes and/or cables on Lessee's property and will install the tents per Lessee's instruction. Therefore, Action Tents & Party Rental will call Kansas One Call/Dig Safe 5-15 days prior to installation of tents. The locate will need to be done no less than 5 days prior to install to be sure that flags and markings are in place at the time of installation. It is the responsibility of the Lessee to have all privately owned lines marked prior to installation. These include, but are not limited to power or electrical services, water and sewer pipes from the meter to the building, invisible fencing, sprinkler systems, well and septic systems, ect.

PLANTS, FLOWERS & SHRUBS: Although Action Tents & Party Rental's staff exercises extra caution around your plantings, Action Tents & Party Rental cannot be liable for any damage done during installation or take down of the tents. Lessee undertakes liability for all damage done to flora or fauna.

PREPERATION FOR TENT INSTALLATION AND REMOVAL: Lessee will be charged for any time Action Tents & Party Rental staff spend preparing the space for the tent installation. The area must be clear and free of obstruction prior to Action Tents & Party Rental's arrival at the job site. Similarly, the tent(s) must be empty for removal when Action Tents & Party Rental staff arrives. Any noncompliance will result in the aforementioned additional charges.

SPECIAL INSTALLATION: Action Tents & Party Rental does not encourage the use of water barrels and/or concrete blocks to anchor tents. Anchoring is best done by either staking into grass or gravel; or drilling into concrete or asphalt to secure tent. If the Lessee is unable to stake and/or drill for tent installation, and requires the use of water barrels and/or concrete blocks, Lessee assumes all liabilities that may result due to this type of anchoring. See INDEMNITY provision for further information. Lessee is also responsible for providing a water source within 100 feet from the furthest point of where the tent location will be. If Lessee is on a 3rd party's property, Lessee will be responsible for gaining all permissions and access to the water source prior to Action Tents arriving for installation.

USING WEIGHT TO ANCHOR TENTS: I (Print Name) _____, as an authorized representative for (Print Company Name) _____, do hereby assume all liabilities for (Print Company Name) _____, damages that may be incurred to the frame tent(s), as listed on job contract, to persons, property (whether personal or public) and/ or any permanent structures due to the anchoring of the tent(s) with water barrels or concrete blocks. I understand that Action Tents & Party Rental does not recommend this type of application for anchoring the tents and therefore I assume all liabilities in the event of any and all damages from the specified delivery date, to the specified pick up date, as posted on this job contract.

EVENT INSURANCE: Please list "Action Tents Inc." as *additional insured* on the liability policy and *loss payee* on the property policy for your event and equipment insurance, for the duration of the event as dates stated on your order. Please have your insurance agent provide Action Tents & Party Rental with a certificate of insurance, evidencing the coverage's and limits, for Action Tents & Party Rental's records. If Lessee's insurance cannot meet the requirements, Lessee can obtain a policy through <https://www.specialeventinsurance.com> or inquire about our damage waiver. This allows Action Tents & Party Rental to agree in consideration of renter paying additional charge of 12% of the gross rental charge of any and all equipment to modify the responsibility of the lessee regarding equipment damage while in lessee's possession or control. Except noted herein lessee accepting damage waiver shall not be responsible for damage or destruction of equipment rented except (1) Damage due to lessee's neglect, misuse or abuse of equipment. (2) Any loss due to mysterious disappearance or theft. The evidence of insurance must be provided or damage waiver must be purchased before equipment is delivered.

NOTICE OF DAMAGED/MISSING GOODS: If Lessee is in receipt of rental equipment from Action Tents & Party Rental and notices that there is damage or missing items at the time that Lessee receives the equipment, Lessee must notify Action Tents & Party Rental immediately (if it is after hours please leave a message or call the contact number on the answering machine for further assistance) so that Action Tents & Party Rental is able to make the adjustment if applicable. If Action Tents & Party Rental is not notified until after the event no refunds will be given, and replacement costs, if necessary, will be charged to Lessee.

DAMAGES: Any damage, regardless of the cause thereof, that may occur to any and all rental merchandise while in the possession of the Lessee is the responsibility of the Lessee and will be paid for by the Lessee at the regular replacement price. The Lessee assumes full liability for all damage, destruction, loss, or theft (including, but not limited to) act of God, regardless of whether rental equipment was turned over to any third parties including, but not limited to, caterers,

set up personnel, hotels, staff, or like persons. Action Tents & Party Rental does not assume any responsibility for rental equipment whenever they are not under direct control of Action Tents & Party Rental, such as during Lessee's event. Lessee will pay full charges assessed by Action Tents & Party Rental at the time of return or for concealed damage that is discovered within (seventy-two) 72 hours after the return of equipment. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment.

DISHWARE: Dishware must be stored in proper containers provided for transport. Any damage to dishware will be charged at replacement cost to Lessee. ALL DISHWARE, GLASSWARE AND/OR SERVICEWARE MUST BE RETURNED RINSED CLEAN OF ANY VISIBLE FOOD AND/OR DRINK unless prior arrangements have been made for Action Tents & Party Rental to clean them; any items returned dirty are subject to a minimum of 25% for cleaning fees. All DAMAGES terms above apply to this section.

LINENS/CHAIR PADS: WAX CANDLES ARE NOT ALLOWED TO BE USED ON/WITH ANY LINEN. (Where "linens" are specified, this also includes chair pads) Lessee agrees to take reasonable care to prevent mildew from forming on linens by separating damp linens, not storing damp linens in plastic bags or sealed containers, not leaving any linens in damp areas, not setting up linens where they are in constant contact with moisture, and promptly returning linens stored in garment buggies (when provided) or bundled together within themselves to help prevent mildew. Used linens must be shaken free of any and all debris prior to return. In the event that any damage occurring to linens including/but not limited to, stains, candle wax, mildew, rips/tears, snags, and/or burn holes while in the Lessee's possession will be charged to the Lessee accordingly. All DAMAGES terms above apply to this section. Action Tents does not guarantee dye lot color with any fabric.

SPECIAL ORDER ITEMS: Once special order items have been confirmed, Action Tents & Party Rental cannot decrease the amount on the order, and also, cannot guarantee availability to increase the amount ordered. Additional charges may apply if items are added at any time after the job order is confirmed. Lessee is responsible to pay full amount of any and all special order items, even if Lessee changes or cancels the order, in part or in full, for any reason.

MISCELLANEOUS: Any additional services rendered without prior arrangements at time of delivery and/or pick up are subject to additional charges. Person(s) and/or party(s) renting from Action Tents & Party Rental hold full responsibility for any and all damages that may occur to rental equipment and the apparatus related to installation or removal of equipment, whether by vandalism or negligence and/or any act of God. Additional services including, but not limited to, any of the above circumstances will be the liability of the Lessee and will be charged accordingly. This includes any tightening or reset fees that may occur throughout the duration of the rental. The person(s) or party(s) renting the tent is subject to full costs of all damages that may occur. The tent(s) are not to be relocated or changed in any manner, unless the renter contacts Action Tents & Party Rental and receives approval first. Failure to comply will constitute cancellation of the contract and the rental fee shall not be refundable. Action Tents & Party Rental will supply Flame Retardant Certificates upon request, but person(s) or party(s) renting the tent(s) will have full responsibility of obtaining all permits to meet city codes. Lessees are responsible for any loss due to theft. Warning: All items, once rented, are the responsibility of the Lessee and should be stored in a secure place protected from the elements.

INDEMNITY: Lessee agrees to indemnify, defend, and hold harmless Action Tents & Party Rental and it's trustees, officers, directors, employees, staff, and agents from and against any loss, expense, liability, damage, claim (including reasonable attorneys' fees made or brought on behalf of anyone (third party or otherwise)) for personal injury, including death, that arises, out of use of the rental equipment or Lessee's negligence or willful misconduct and omission.

PHOTO RELEASE: I hereby grant permission to Action Tents & Party Rental, to use my name, take and/or publish photographs, videotapes or motion pictures of me and/or my event, with guests in attendance to be included, in any

media and promotion material for legitimate purpose, all rights to such photographs, motion pictures and recordings are released and permission is granted to allow editing, altering, used in whole or in part, with other images, graphics, text and sound in any way whatsoever, without restrictions, and shall be unrestricted as to location, quantity or frequency, may be for any purpose and in any medium whatsoever, whether unforeseen at this time, except where such use is in contravention of the law. I understand that I shall receive no compensation from their use from any source whatsoever.

Signature

Date