



## CONTRACT AGREEMENT

15722 East Township Road 104

Attica, Ohio 44807

419-426-0017

**SITE PREPARATION:** Please be sure your site is ready; lawn is mowed, vehicles are out of the way, livestock/animal feces are removed before crew arrives. Lessee will provide Sweetums Tent Rentals with markings on the ground of the existence of any underground utilities [i.e. phone, gas lines, septic systems, sprinkler systems etc.] or condition that may interfere with the ability to stake and/or anchor equipment. Lessee assumes all responsibility to all underground equipment in absence of these markings.

**DAMAGES & DAMAGE WAIVER:** Sweetums Tents does its best to protect your property during the delivery, installation and removal process. Lessee agrees to release Sweetums Tents of any liability for any damage to any property due to delivery, installation and removal of equipment on your property. This includes but is not limited to ruts in grass, scratches or cracks on the installed surface, and high wind related damages. Lessee also understands that tents are temporary structures and may leak during heavy rain.

**COOKING UNDER TENT:** Lessee agrees not to do any type of cooking under or within a responsible distance of the canopy, tent top(s) and sides unless otherwise approved by Sweetums Tents. Lessee assumes full responsibility and costs incurred for damage and/or cleaning expense to canopy, tent top(s) and sides due to cooking processes under or near tents/sides.

**WEATHER:** Lessee understands that tents are temporary structures designed to provide limited protection from weather conditions. Bad weather situations, such as high winds or heavy rain may occur on the day or day before the event that may force the lessee to reschedule the tent's setup. If the lessee wishes to cancel the event and not reschedule the initial tent's setup due to such weather conditions, the deposit will be held by Sweetums Tents. If the lessee wishes to reschedule the event then the deposit will stay in place and customer will **not** be charged an additional fee.

Evacuation of the tent is recommended during such weather conditions to prevent injury to lessee and guests. It is best to evacuate when in doubt. It is the Lessee's responsibility to be aware of the changing weather conditions and to exercise its best interest in regards to evacuating the tent. Damage may occur to the tent during bad weather conditions. **If damage occurs, the lessee's will be charged a damage fee on the credit card provided at time of reservation.** It is the lessee's responsibility to ask Sweetums Tents to take down the tent or to cancel the tent's initial setup to prevent such damage from happening.

**RESPONSIBILITY FOR EQUIPMENT:** CLEANING IS NOT OUR RESPONSIBILITY. Tables/chairs are to be cleaned to their original condition. From the time the item(s) is/are accepted at the time of delivery until the time it is returned, you are responsible for it/them. If the item(s) is dirty, lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor cost, to replace or repair the item(s).

**LINENS:** Table linens are inspected prior to pick up and upon return. Do not roll up or place wet linens in any bag; mildew will result. If there is obvious damage such as mildew, excessive stains, candle wax, burns or tears, you will be charged the cost of the linens. Please return all linens dry and free of waste (shake off food, etc.).

**TAKEDOWN:** All of lessee's personal property must be removed from tent grounds before the Sweetums Tents crew members arrive to takedown the tent. The tent must be totally empty before we are able to take it down, except for rented item(s). Fees will be applied if the lessee fails to acknowledge this policy.

**DELIVERY FEES:** Delivery is made to closest point that truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where excessive distance exists between truck and where customer wants items placed. Delivery fees quoted may change after site inspection.

**INDEMNIFICATION & DEFENSE:** Lessee shall defend, indemnify and hold harmless Sweetums Tents, its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee, Lessee's employees and agent of Lessee or Lessee subcontractor.

**I have read and accept the above terms and conditions:**

Accept: \_\_\_\_\_

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

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