

CALGARY PARTY RENTAL INC. TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the equipment described, without operator, by the undersigned (hereinafter referred to as the "Customer") from Calgary Party Rental named on this contract as the ("Company") upon following terms and conditions. It is agreed as follows:

- 1 It is understood and agreed that this equipment is for rental only, and all equipment and materials which are the subject of this agreement, are the property of the Company.
- 2 All rentals are one day use only, unless specified. 50% of the original rental price will apply each day for late returns.
- 3 A damage deposit is required on or before the date of your event, which is fully refundable as long as there is no damage to the rental equipment at the time of return.
- 4 Weather is beyond our control. Please ensure you check the weather before your delivery day. During periods of severe weather (i.e. high winds, rain, etc.), if you decide to cancel, there will be no charge, but if you decide to keep the rental then there will be no refund. Once we arrive at your party and you wish to cancel, you will be charged in full and no refund will be issued. If the weather is too severe, we reserve the right to cancel the reservation due to safety concerns, the potential for equipment damage, or other weather related risks.
- 5 Cancellations made less than 20 days of rental date are subject to the loss of 25% deposit, unless due to rainy or severe weather on the day of your rental. Change of dates may be accommodated depending on our bookings without incurring a loss in deposit amount.
- 6 All equipment is to be returned in its original containers, if any. If anything is lost or damaged, the replacement cost will be charged to you.
- 7 Chafing Dishes must be returned food free and rinsed. Cleaning charges may apply unless otherwise.
- 8 The Customer shall be responsible for obtaining any and all permits required for the rental and use of the equipment. The Customer shall also be responsible for the maintenance and storage of the equipment during the rental period and any layover period and agrees to pay to the Company the cost of all damages to the equipment, reasonable wear and tear is expected. It is agreed that the Customer accept full liability for damage from snow or sleet to tents, in the event the Customer does not provide adequate precautions to prevent tents from accumulating damaging snow loads. It is the intent of the parties that the equipment is returned to the Company at the end of this agreement in the same condition as equipment was at the start of this agreement. Customer shall not abuse, harm or misuse the equipment. Customer shall not print any repairs to be made or lien to be placed upon the equipment without Company's consent.
- 9 Please call Alberta One @ 1-800 242 3471 at least one week in advance to mark any underground utility lines for Tent installation.
- 10 Although Company will endeavour to minimize damage to Customer's lawn, plantings, underground utilities, fixtures and premises generally (including power failures and other hazards), Customer assumes the risk, and agrees to and shall indemnify and hold harmless Company from all liabilities for any such damages which may occur.
- 11 In the case of the loss or destruction of any part of the equipment, or of loss of possession thereof, or inability to return the same to Company, on the expiration and due date, for any reason whatsoever, Customer shall pay Company the actual replacement cost thereof, and addition thereto Company's loss of use of said equipment. In the event the Company agrees to accept delivery of the equipment at a place other than the place of business or residence of the Customer it is agreed that the Customer shall remain liable for any loss of or damage to the equipment until the Company actually takes physical possession of the equipment.
- 12 In the event of inability of the Company to supply the equipment to the Customer due to any circumstances beyond the control of the Company including but not limited to Severe weather, it is agreed that the Company's maximum liability shall be for the return of any prepaid rental fees only. The Company shall not be responsible for any further damages or lost revenue incurred by the Customer or any other persons, due to the inability of the Company to supply the equipment.
- 13 It is understood and acknowledged that the rental of the equipment might result in known or unanticipated risks to my guests or me. Those risks include, but are not limited to: falling, slipping, or colliding, which could result in injury, illness, disease, emotional distress, accidental death, and/or property damage to my guests or me. I acknowledge and certify that I have adequate homeowner's, tenant or other liability insurance to cover bodily injury or property damage, which might occur to my guests or me, from the use of the following equipment. I voluntarily release the Company, including its owners and employees from any and all liability, claims or legal actions, whether personal to me or to a third party, who are connected with my rental from the Company. I agree to reimburse any legal fees and court costs, which may be incurred by the Company in the defence of any such liability, claim, or legal action.

I hereby acknowledge the receipt and acceptance of this agreement and the stated items, which I have read. My signature authorizes credit card charges for rental, security deposit and/or broken, damaged and missing items, if any.

Agreement signed and dated this _____ day of _____, 20__

_____	_____	_____
Customer Name	Customer Signature	Invoice Ref #
_____	_____	_____
Credit Card #	Name on Card	Exp. Date
		3 Digits at back