

CALM EVENTS – RENTAL COMPANY

RENTAL AGREEMENT

PLEASE READ CAREFULLY!

INITIAL:

OWNERS: Laura McKay and Amanda McKay

P.O. Box 4768
Smithers, BC
V0J 2N1

(each the "OWNER" collectively the "OWNERS")

RENTER:

Name:		Address:	
Phone:		Email:	
Rental Period:		Event	

(the "RENTER")

PLACE OF USE

Location:		Contact Person:	
Phone:		Drop Off Date/Time:	
Pick Up Date/Time:		Special instructions:	

ITEMS RENTED

Qty	Items Rented	Each	Price
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

(the "Rental Items")

Rental Fee:	\$
Mileage (\$0.52 x ____ km)	\$
Subtotal	\$

GST:	\$
PST:	\$
PAID:	\$
Amount Due:	\$ (the "Amount Due")

RENTAL TERMS AND CONDITIONS

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the RENTER hereby rents from the OWNERS the RENTAL ITEMS upon the terms and conditions set out herein.

1. The OWNERS will deliver and pick-up the RENTAL ITEMS on the dates, at the times, and from the location as set out in this Agreement. Delivery is for door to door service only.
2. The OWNERS will set-up and take-down tents and canopies. The RENTER will otherwise ensure the RENTAL ITEMS are packaged for pick up at the scheduled time. If RENTAL ITEMS are not prepared for pick up additional pick up charges may apply.

PAYMENT, DEPOSIT AND CANCELLATION

3. At the time of booking, the RENTER will pay a 30% non-refundable deposit with either a valid credit number which is authorized or cash deposit (the "Deposit"). RENTER acknowledges that the purpose and intent of the Deposit is to secure the rental and as a damage deposit for any damaged or missing rental items.
4. The RENTER will pay the AMOUNT DUE upon delivery of the RENTAL ITEMS. Payment may be made by cash, cheque, or credit card. Payment by cheque will only be accept if made at least **14 days** prior to delivery.
5. The RENTER will pay 100% of the AMOUNT DUE for orders cancelled less than 48 hours prior to delivery. Refunds are not issued for RENTAL ITEMS returned unused.
6. Orders adjusted with less than 48 hours prior to delivery are subject to a \$35.00 adjustment fee. Some exceptions apply pending labour involved to adjust order.

EQUIPMENT RESPONSIBILITY, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS

7. The RENTER accepts full responsibility for the RENTAL ITEMS from the time of delivery to the time of return.
8. The RENTER agrees to pay for any damage to the RENTAL ITEMS and replace the RENTAL ITEMS at full retail value if not returned by the agreed date.
9. The RENTER hereby authorizes the OWNER to charge its credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges the OWNER may incur under the terms of this Agreement.
10. The OWNER makes NO WARRANTIES of any kind, nature or description, express or implied, as to the quality and manufacture, safety or fitness for any particular purpose of any of the RENTAL ITEMS and the Owner accepts the RENTAL ITEMS in their "as is" condition. The RENTER acknowledges receipt of the RENTAL ITEMS in good working condition and repair and declares that the RENTER fully understands their proper operation and use. The RENTER acknowledges and declares that the RENTER has examined the RENTAL ITEMS and has received the RENTAL ITEMS in a secure and operative condition.

EQUIPMENT USE AND CLEANING

11. The RENTER will not abuse, harm or misuse the RENTAL ITEMS. The RENTER will not permit any repairs to be made or liens to be placed on the RENTAL ITEMS without the OWNERS consent.
12. The RENTER will not cook or bbq under the tents or apply tape to the canopy. If the RENTER breaches this term, the RENTER may be charged the full replacement value of the tent or canopy.
13. The RENTER will ensure that all dinnerware, silverware, glassware etc., is completely rinsed of food, free of garbage and debris, re-packed in the same containers and returned in the same manner as delivered. Items

not meeting these conditions are subject to cleaning fees (\$25-\$300) depending on the size of the order.

- 14. Laundry service is included in the linen rental price, however, charges will be applied for excess spot cleaning. A \$10 charge (per piece) will be charged for any linens returned with wax on it.

PROMOTIONAL PHOTOGRAPHY

- 15. The RENTER authorizes the OWNERS to photograph the RENTAL ITEMS during the rental period and to use and publish the photographs for advertising, editorial, trade, educational and any other purpose without restriction. The RENTER releases all claim to profits that may arise from use of such images.

RELEASE OF LIABILITY and WAIVER OF CLAIMS

- 16. In consideration of the OWNERS permitting the RENTER to rent the RENTAL ITEMS and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the RENTER hereby agrees as follows:
a. TO WAIVE ANY AND ALL CLAIMS that the RENTER may have or may in the future have against the OWNERS their employees, agents, servants, representatives, successors and assignees (hereinafter collectively referred to as the "Releasees"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that the RENTER or any third party may suffer as a result of the use of the RENTAL ITEMS DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES; and
b. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage to property of or personal injury to, any third party resulting from the use of the RENTAL ITEMS.

GENERAL

- 17. This Agreement shall be effective and binding upon the RENTERS' heirs, employers, next of kin, executors, administrators, representatives, successors and assigns in the event of the RENTERS' death or incapacity.
18. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
19. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
20. If any covenant or provision in this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

THE RENTER HAS READ AND UNDERSTANDS THIS AGREEMENT, AND IS AWARE THAT BY SIGNING THIS AGREEMENT IT IS WAIVING CERTAIN LEGAL RIGHTS WHICH IT OR ITS HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

WITNESS _____ DATE _____	SIGNATURE OF RENTER _____ Print Name: _____ SIGNATURE OF OWNER _____ Print Name: _____
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THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, SIGNED, DATED AND WITNESSED BY THE RENTER PRIOR TO RENTAL.

Pre-Authorized Credit Card Payment Authorization and Direction

The OWNERS are hereby authorized and directed to pay all invoices and all accounts rendered to the RENTER from the following credit card, in accordance with this Agreement.

Credit card: VISA - ___ MasterCard - ___ American Express - ___ Other - ___

Card Number: _____ Expiry Date: ____ ____ CVC _ _ _

Name as it appears on Credit Card: _____ Authorization and
Direction Signature: **X**__