

Phoenix Terms & Conditions (PLEASE INITIAL IN EACH BOX AT EACH PARAGRAPH)

The Renter (the "Renter"), as listed on page 5 of this rental agreement, agrees to pay the rental rates and charges listed in Phoenix Tent & Event Rentals Inc.'s ("Phoenix") current JOB/ESTIMATE/CONTRACT/INVOICE/RESERVATION. Rental rates are charged from the time Phoenix delivers the rented equipment to the event location (the "Site") up to and including the time Phoenix picks up the equipment, and the Renter agrees to pay as per the payment terms set out below. **Orders are not confirmed nor reserved until the Terms and Conditions document is properly filled out, signed, returned and accepted by the Phoenix office and payment per terms below are applied.**

ALL BOXES MUST BE INITIALED

PAYMENT TERMS

Full deposit (the "Deposit") equal to 50% of the total rental charge is required to reserve inventory and hold pricing. Payment may be made by Cheque/Cash, or Email Transfer to sales@phoenixtentrentals.ca (use the contract/job number for your password). Payment may be made by Visa, or Mastercard. Balance of the total amount is due 2 weeks prior to the setup date. Additional items added to the contract will be charged in the same format. A **VALID MASTERCARD OR VISA IS REQUIRED TO BE ON FILE (even if paying by cheque or email transfer)**. Charges will be billed to Renter's credit card for any items missing or damaged. Renter hereby authorizes Phoenix to charge this credit card. Authorization on Page 5 must be completed, signed, and accepted by the Phoenix office.

CANCELLATION POLICY / COVID-19

If the Renter cancels their order 61 or more days prior to the Setup Date, a 10% restocking charge will apply. If the Renter cancels their order within 60 days of the Setup Date, the Renter shall be charged the total amount of the rental charge. Special orders such as sub-rented items or new inventory requests **cannot be cancelled at any time** and no refund will be given on any special orders. Any changes to Provincial Health Orders a full refund is applicable.

WALL & ACCESSORIES CANCELLATION POLICY (anything but the tent)

The Renter may cancel tent walls OR accessories up to 48 hours prior to the Setup Date and shall be charged no financial penalty. If walls are cancelled less than 48 hours prior to Setup Date, the Renter shall be charged the full rental amount for the walls. The refund is processed after the tent is dismantled and on settlement of the final contract. This DOES NOT apply to any sub-rented or items specifically ordered for your event.

RAIN ONLY CANCELLATION POLICY - NOT APPLICABLE FOR 2022 - SORRY

Those requesting tents for "rain only"; **We require notice of at least 60 days prior to the Setup Date in order to book this option as a "RAIN ONLY" job must be booked for the first job of the day.** All other terms & conditions MUST be followed. We require a **minimum of 48 hours notice prior to the Setup Date and will hold 25%** of the total rental amount as the cancellation fee. If we are given **less than 48 hours notice prior to the Setup Date, we will hold 50%** of the total rental amount as the cancellation fee. You must specify your order as a "rain only" plan upon confirming your order, otherwise it does not apply. Once, the rain only policy is selected, the renter does not have the option of changing this, without written request and approval from Phoenix Tents.

INCREASE/DECREASE IN INVENTORY

Any changes after reserving the original order will be accepted on a first come, first serve basis. Phoenix does not guarantee availability or quality of requested items after the original contract date. All items become "as available" with any increases in inventory. Inventory decreases are assessed for a refund on a per event basis by Phoenix Management.

EQUIPMENT REPAIRS AND MAINTENANCE

If The Renter notices that any equipment (heaters, lighting, etc) is faulty/damaged/missing, it is The Renter's responsibility to inform Phoenix **as soon as possible** to arrange a repair or exchange. This pre-event warning will also help to assure the damage did not happen during the event. For damage that does occur during the event, please refer to the **LOSS OR DAMAGE** section of these Terms and Conditions.

EQUIPMENT RETURN

The Renter agrees to return the rented equipment in the same condition as received, reasonable wear and tear expected.. **NO TAPE, PINS, or FOREIGN OBJECTS** of any kind can be applied to the fabric and/or pipes. If extra cleaning is required a minimum charge of \$50.00 per wall and \$150.00 per canopy section could apply. If the equipment cannot be cleaned the Renter agrees to pay the replacement cost of the item, whether a section of canopy, wall, hardware or pipe.

SITE PREPARATION

The Renter must ensure the site is ready (**LAWNS MOWED, FURNITURE MOVED, VEHICLES MOVED, ETC.**) before the crew is scheduled to arrive. Installation of a tent must be done correctly for the protection of the users, the tent, and the accessories. The Phoenix Truck needs to be within 200 feet of the tent location or extra labour charges **MAY** apply.

Renter must ensure that there is **3 feet clearance all the way around the tent** to allow for securing and setting up the tent. It is the client's responsibility to request a site visit if unsure the requested tent will fit or for any other concerns. Tents will be secured by PHOENIX TENT & EVENT RENTALS INC. with concrete weights or stakes. If the site is not ready or accessible when the crew arrives, the client will incur an additional fee and/or equipment may not be delivered. The Renter or authorized person needs to be present at the time of arrival and for approval of any spiking. Phoenix Tent and Event Rentals are not responsible for any damages to any sprinklers, water lines, sewer, utilities, landscaping, lawn lights, concrete, asphalt, lawn etc. It is the Renter's (or a representative's) responsibility to approve of the tent(s) once Phoenix has completed the set up. The Renter should be present for the tent set up and removal, or at least authorize someone who will be present to make decisions regarding the tent placement, wall configuration, etc.

UNDERGROUND SERVICES

Renter will inform Phoenix of the existence and location of all sprinklers, water lines, gas lines, sewers, and all other utilities (the "Underground Utilities") prior to the installation. Phoenix shall not be responsible for any damage to Underground Utilities, or to landscaping, lawn, concrete, asphalt, lawn lights, or any other of the Renter's property as the result of the installation of the equipment. **For assistance, please contact BC One Call 1-800-474-6886**

ELECTRICAL

While Phoenix Tents can provide lighting as part of their rental inventory, Phoenix crew members are not licensed electricians and are not responsible for connecting any lighting to a power source. All lighting equipment comes with enough extension cords to run the lighting to the upper perimeter of any tent. **It is the Renter's responsibility to connect these cords to a power source.** Additional extension cords can be provided at an extra cost; however, **these items will be dropped off under the tent only.** Phoenix shall not be responsible for any damage to the power source or any other electrical failure arising from the connection of the lighting equipment to the power source and makes no representations or warranties as to the fitness of the lighting equipment for use with the Renter's power source.

WEATHER

Tents are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning where the tents may become unsafe and evacuation is recommended. Renter agrees that it is the Renter's responsibility to assess weather conditions and determine whether evacuation is necessary. If, in the sole opinion of Phoenix, the weather conditions at the time of installation are such that there is a risk of damage to the rented equipment then Phoenix may delay setup or cancel this agreement. The Renter is responsible for all snow removal from any and all tents. The Renter shall ensure that snow and excessive rain are removed from the tent at all times by taking the bristle side of a push broom and pushing up from the inside of the tent to slide the snow or pooling rain down the tent to the ground. If the Renter requests, and Phoenix has sufficient staff available at the time of the request, Phoenix may be able provide a crew member on site at an additional cost to the Renter to monitor snow/rain removal. Costs will be current Tent Technician Per Hour Rate.

TAKE DOWN

All rented equipment will be picked up by Phoenix at the designated Site. All items must be removed from under the tent(s) on the scheduled pickup date including all of the Renter's personal items. Rented tables and chairs must be **outside** of the tent. Additional charges may apply if Phoenix is required to remove items from inside the tent or if any rented items are not accessible for pickup on the pickup date.

LOSS OR DAMAGE BY RENTER

Responsibility for all rented equipment remains with the Renter from the time of delivery to the time of pickup. Side walls must be kept hanging on the tent at all times as per installation. The Renter is required to secure all rented equipment at all times during the rental period. Phoenix will advise Renter 3 days after tent removal if The Renter shall pay Phoenix the full replacement costs of any damaged or lost tents or other equipment including, but not limited to, items lost or damaged due to negligence, vandalism, and theft. Although the Renter is responsible for the replacement cost of damaged items, charges for damaged items are not considered a purchase of said damaged items and the Renter does not have the right to keep the damaged items.

INSURANCE

The Renter shall, at its own expense, maintain public liability, security, general liability and property insurance to protect the Renter and Phoenix against damage to property or persons from THE RENTERS operations of equipment during the rental period, and shall add Phoenix as an additional insured. In addition, the Renter shall insure the equipment for loss by fire, damage, theft, earthquake, acts of God, and terrorism. Please check your insurance policy to ensure that your policy covers temporary equipment on site. (This includes the movement of the rented equipment by the Renter, such as; a wall, a popup, or tent, but not limited to this list of equipment.)

INDEMNIFICATION

The Renter shall indemnify Phoenix as its directors, officers, employees, agents, representatives, successors, and assigns (the "Indemnitees") and hold the Indemnitees harmless against any and all actions, causes of action, claims, demands, proceedings, suits, losses, damages, costs, and expenses, including without limitation liability or loss of all persons for injury, sickness, and/or death and for property damage resulting from or arising out of: (a) any breach by the Renter of its obligation under this rental agreement, (b) any negligence or willful misconduct by the Renter or its representatives, employees, agents, or contractors, (c) any improper use of the rental equipment by any person including, without limitation, Renter or its representatives, employees, agents, or contractors, (d) any use of the rental equipment by any person or Renter's failure to warn any person about risks relating to the equipment, or (e) any third party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any manner to Renter's, or any of its representatives, employees, agents, or contractors acts or omissions.

OWNERSHIP

Title to the equipment shall at all times vest in the Supplier. The Renter shall give the Supplier immediate notice in case any equipment is levied up or from any cause become liable to seizure. No equipment shall be sublet by the Renter, nor shall he assign or transfer any interest of this agreement without written consent of the Supplier.

GOVERNING LAW

This rental agreement will be governed by and interpreted in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein and the parties irrevocably attorney to the exclusive jurisdiction of the courts of British Columbia and all courts of appeal therefrom.

PHOENIX IS NOT THE MANUFACTURER OF THE TENTS OR OTHER RENTAL EQUIPMENT AND MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND WHATSOEVER WITH RESPECT TO THE TENTS OR EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RENTER ACKNOWLEDGES AND AGREES THAT PHOENIX WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY TYPE ARISING OUT OF OR RELATED TO THIS RENTAL AGREEMENT OR CAUSED OR CONTRIBUTED IN ANY WAY BY THE USE OF THE EQUIPMENT SUPPLIED PURSUANT TO THIS RENTAL AGREEMENT OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING THEREFROM, EVEN IF REASONABLY FORESEEABLE.

Phoenix Tent & Event Rentals will not be liable for any damages or injury at event. It is also understood that by the nature of tents there may be some leakage during rains. **Equipment is not reserved for your event until the deposit and terms and conditions form are received and approved by a Phoenix staff member.**

PHOENIX TENT & EVENT RENTALS INC.

Estimate or Invoice Number: _____ Estimate Date : _____

Setup Date Desired: _____ Take Down Date Desired: _____

Event Start Date & Time: _____ Event End Date & Time: _____

Rain only Option - YES/NO **NOT AVAILABLE FOR 2022**

Payment Information (A valid MasterCard or Visa MUST be on file for the inventory to be secured):

Master Card/Visa No: _____

Credit Card Address (Street #, Street Name, City, P/code): _____

Name on Card: _____ Expiration Date: _____ CSC Code: _____

Credit Card Holder Signature:

Tent Location:

Site Name (If any): _____

Street Address, City, Province, Postal Code: _____

Site Contact Name: _____ Site Contact CELL Number: _____

Alternate Site Contact Name and Phone Number: _____

As the listed site contact you are required to be on site when our crew arrives for the setup & strike. If not there will be a charge for the crew to come back to make any changes and this is NOT a guarantee that this can happen depending on the schedule

Renters Information:

Renters Name and/or Company Name: _____

Renters Street Address, City, Province, Postal Code: _____

Renter Signature

By signing this document **and initialing the above boxes**, I acknowledge that I have read and agree to the above Terms & Conditions.