

Tents

Subsurface Conditions. You agree to contact the appropriate authorities at least seventy-two (72) hours before tent erection is to begin, obtain their authorization to drive tent stakes or otherwise disturb soil, and inform us of the existence of any underground utilities (e.g., phone lines, gas lines, cable lines, septic system) or conditions that may interfere with our ability to stake and/or anchor tents. It is your responsibility to mark the location of underground utilities and inform our crew when they arrive at the job site.

Tent Staking. You agree, at your expense, to provide a suitable surface for the erection of the tent. We assume no liability for holes, cracks, or other damage to concrete, asphalt, or any other surface on which a rented structure has been erected. We will fill holes with asphalt plugs at our standard additional charge per hole. We make no warranty that asphalt will be restored to its original condition.

Use of Water Barrels as Anchors. Industry experience has shown that the best way to erect a tent on asphalt or concrete is to secure the structure by driving stakes or using concrete anchors, and later filling and patching the holes after the event has concluded. In recent years, however, some customers have insisted that the rental firm use water barrels as anchors, instead of stakes, in order to avoid damaging asphalt or other hard surfaces. This practice is not recommended by the vast majority of rental firms. Tent manufacturers include detailed instructions on the proper method of staking their tents, and water barrels will seldom, if ever, meet the manufacturer's requirements. The rental firm's conscious departure from the manufacturer's instructions would expose it to liability for negligence or strict liability in tort in the event of an accident, even if the rental contract contains a disclaimer. Also, many insurance companies refuse to insure tents for personal injury or property damage resulting from this method of anchoring. Accordingly, water barrels are best avoided.

Weather-Related Risks. Tents are temporary structures and could possibly collapse during a severe rain, snow, or windstorm. Evacuation of tents in high winds, heavy snows, or extreme lightning is recommended. You agree that in the event of a predicted or actual storm or excessive winds, we may dismantle any previously installed rented tents and related items to ensure the safety of all persons involved. You assume all weather-related risks involved in holding an outdoor, tented event.

Risk of Loss or Damage. You agree to pay for any rented tents and related items lost, stolen, or damaged while in your possession, other than by rain, hail, storm, tornado, high winds, fire caused by lightning or other disturbances of nature or Acts of God, provided that you notify us immediately.

Hold Harmless. You agree to assume the risk of, and indemnify and hold us harmless from and against any and all claims, demands, actions, lawsuits and proceedings of

every kind, including costs, expenses, and attorneys' fees for personal injury or property damage caused by, connected with, or resulting from:

- (a) The delivery, loading, unloading, erection, installation, dismantling and use of the rented tents and related items.
- (b) Contact with underground wires, pipes, cables, or other obstructions.
- (c) Necessary surface repairs.
- (d) Fire, rain, hail, sleet, snow, high winds, tornadoes, floods, or other disturbances of nature and other Acts of God causing tent failure; falling objects and aircraft; vehicle collision; and smoke, nuclear radiation or radioactive contamination.
- (e) Damage and/or cleaning expenses to tent top due to cooking processes under or near tents.

I have read and understand my obligations in renting a tent.

Signature Date