# Terms, Conditions + Policies

### General

"The Rental Company" is Northern Lights Slumber. "The Client" is the person who books the Equipment or utilizes Company services. "The Equipment" means the entirety of material goods provided by the Rental Company for the use of the Client.

These Terms and Conditions apply to all agreements entered into between the Rental Company and the Client, unless expressly excluded in writing by the Rental Company. Clients that pay their deposit or the total cost of their party are expressly agreeing to and are stating that they have read these Rental Agreement terms.

### INDEMNITY/HOLD HARMLESS.

Client will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Client agrees to hold Northern Lights Slumber harmless from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including, but not limited to, injuries or death to persons and damage of property, arising out of the use, maintenance—installation, operation, possession, ownership, or rental of the items rented, despite cause.

## ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY.

Client is fully aware of and acknowledges that there is a risk of injury, death, or damage arising out of the use or operation of the items contained in the Rental Agreement and hereby elects to voluntarily enter into this Agreement and assume all of the aforementioned risks. Client agrees to release and discharge Northern Lights Slumber from any and all responsibility or liability from such injury, death, or damage arising out of the use or operation of the rental items. Client further agrees to waive, release and discharge any and all claims for injury, death, or damage against Northern Lights Slumber, which client otherwise may be entitled to assert.

## DISCLAIMER.

Northern Lights Slumber makes no representation about the suitability of the equipment for any purpose. It is provided "as is" and without any warranty. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

#### **BINDING ARBITRATION.**

The laws of the State of Wisconsin shall govern this Contract. The parties specifically and irrevocably agree, to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A court having subject matter jurisdiction therein shall enter a judgment upon any award rendered by the arbitrators and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the hearing of the arbitration and the entry of judgment upon said arbitration award shall be in Minocqua, WI. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any costs of the arbitrators' representatives, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in the arbitration.

#### PRIVACY.

The Company will never pass on, sell or distribute Client information to any third party.

#### MISCELLANEOUS.

The Rental Agreement may be executed or delivered by email, or other electronic means such as fax. The Rental Agreement is valid whether properly signed by the Customer or not, so long as the Customer takes possession of the rental items. It is also valid if signed by another party signing on behalf of the Customer, in which case the signing party will sign their own name, and then print C/O (Care Of) "Ordering Party."

#### POSSESSION/ TITLE.

Northern Lights Slumber agrees to reserve all items required for the specified party, confirmed in the Booking email, on behalf of the Client only after A NON-REFUNDABLE deposit equal to 50% of the total cost specified (or a lesser amount determined at the sole discretion of Northern Lights Slumber) is received by the client. The remaining balance of the party cost must be paid the day of party set up. If this obligation is not met, Northern Lights Slumber reserves the right to either cancel the party rental without refunding the initial 50% deposit, or offer rescheduling based on available dates.

Client's right to possession of the rental items: Is for one overnight period (or multiple nights if agreed upon in the rental agreement). In the absence of the renter, the equipment may be signed for by an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf. The rental agreement terminates once Northern Lights Slumber has regained possession of the rental equipment. Title of the rental items shall, at all times, remain with Northern Lights Slumber, with the exception of items that are specifically given to the client, such as eye masks. Client authorizes Northern Lights Slumber to retake possession of the rental items without notice or legal process at any time, despite whether the equipment is on private property.

## CANCELLATIONS.

All clients will provide a 50% deposit in order for Northern Lights Slumber to reserve their party and dates. (Deposit will be applied to the total balance of the party). Customers who cancel their booking prior to 14 days before the event can do so with a credit of their deposit held with Northern Lights Slumber.

After the reconfirmation email and the full balance is paid, 14 days prior to the event, will result in forfeiture of the 50% deposit.

Adjustments to orders can be made until 14 days prior to delivery except in the case of going under the mandatory 4 teepee party. However, any such adjustments shall not reduce the total price of the invoice below the amount of the 50% DEPOSIT.

# SET UP, DELIVERY + UNSAFE CONDITIONS.

Northern Lights Slumber reserves the right to refuse to install or deliver rental equipment due to unsafe conditions or weather. If this occurs, Customer will be liable for a minimum of 50% of the total cost specified in the Rental Agreement. Northern Lights Slumber will use all appropriate means and methods to secure the rental equipment for the safety of the Customer and the equipment.

## **SET UP + DELIVERY CHARGES.**

**If your address is within 15 miles of Minocqua**- Your delivery is FREE! We are based in Woodruff and wanted to give our community free set up and delivery.

**If your address is within our 30 mile radius** - You will pay the regular set up and delivery fee of 50.00.

If your address is outside of our 30 mile radius - You will pay our extended set up and delivery fee. This is for most other areas within a 60 mile radius of Minocqua but Northern Lights Slumber reserves the right to charge a higher rate., which will be presented prior to your official booking.

Indoor Sleepover Party with Teepee Tents - Starting at \$100

If you are out of the 70 miles radius - On a case by case basis.

**Delivery Time** - Our delivery and pick up time will be agreed upon in our booking. During either delivery or pick up we will grant a 15 minute waiting period, after which the client will be charged \$10 per 15 minutes additional.

# **DAMAGE WAIVER.**

Client agrees to be charged the full cost of any item that is damaged beyond repair, lost or stolen (other than ordinary wear and tear resulting from reasonable and proper use). Damaged items that can be repaired must be returned in their broken state to be eligible for lesser repair cost.

Replacement costs include: Teepee \$70, Mattress \$65.00, Decorative Pillow \$25, Bed Tray \$20, all in one Bedding \$65, Throw blanket \$15, Lantern \$10

Repair/deep cleaning costs are equal to half of the replacement cost.

# **MEASURING EVENT AREA.**

Planning and measuring is ultimately the responsibility of the Client. If poor planning leads to improperly measured areas for placement of Teepees resulting in our inability to complete a job, then no refunds will be given. In addition to being stated on our FAQ page, the Measurements needed are as follows:

Teepee Tent setups: A space approximately 3'5" x 6' is needed PER teepee setup.