

Terms of Service

1. **Deposit & Payment Requirements.** Both signed Terms of Service and 50% deposit are required to hold the equipment for the event date. Any deposit will be applied to the final invoice. Remaining balance will be due 5 days prior to the event date.
2. **Cancellations.** No cancellations are accepted less than 5 days from the original party date. Glamp Cape Cod will allow rescheduling if dates are available.
3. **Delivery.** The Customer must make sure the site is ready for delivery on the agreed delivery date and time. If the site is not ready or accessible, including gate code info or outdoor furniture/pet waste, when Glamp Cape Cod arrives for delivery, the Customer will be charged an additional fee based on the additional time required to deliver the equipment or if Glamp Cape Cod cannot deliver the equipment within business hours on the rental period start date, this agreement shall be considered completed by the Glamp Cape Cod and the Customer agrees to forfeit the deposit and pay the balance on any outstanding invoices.
4. **Inspection.** The Customer acknowledges that he has an opportunity to personally inspect each of the equipment and find it suitable for his needs, is in good working condition and that he understands its proper use. It is the Customer's duty to inspect the equipment prior to use and notify Glamp Cape Cod of any defects.
5. **Replacement of Equipment.** Glamp Cape Cod does not warrant that the equipment will be free from defects. If any of the equipment becomes unsafe for use or defective as a result of normal use, the Customer agrees to notify Glamp Cape Cod immediately and Glamp Cape Cod will replace the defective equipment with equipment in good working condition, if available. Glamp Cape Cod is not responsible for any incidental or consequential damages caused by any defective equipment, delays or otherwise.
6. **Use of Goods.** The Customer agrees that the equipment shall be used only by persons competent in its proper use and that the Customer is solely responsible for ensuring that users of the equipment are competent users.
7. **Prohibited Uses.** The Customer agrees that use of the equipment in the following circumstances is prohibited and constitutes a breach of this agreement:
 - Use for illegal purposes or in an illegal manner
 - Use when equipment is defective, unsafe or not in good working condition
 - Improper, unintended use or misuse
 - Use of anyone other than the Customer, employees or guests
 - Use at any location other than the address specified by the Customer where the equipment was set up by Glamp Cape Cod
 - Tampering with any of the equipment.
1. **Return.** The rental period shall expire on the agreed upon time frame and the Customer's right to possession terminates at such time and retention of any of the equipment thereafter constitutes a breach of this agreement.
2. **Late Returns.** The Customer agrees to return the equipment during Glamp Cape Cod business hours. If not timely returned, the Customer agrees to pay additional rental fees equal to 100% of the rental charges for every day of delay. The Customer also agrees to pay for any damages to or loss of the equipment occurring between the time of return and the commencement of the Company's next business day.
3. **Repossession.** Upon failure to pay any amounts due under this agreement or any other breach of this agreement, Glamp Cape Cod may terminate this agreement and remove and take possession of the equipment from wherever it may be located, and the Customer shall

Name:

Signature:

Date:

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hold Glamp Cape Cod and its agents free and harmless from any liabilities or claims for damages or trespass arising from said removal or repossession.

4. **Conversion of equipment.** The parties to this agreement acknowledge that any equipment owned, leased, or otherwise controlled by Glamp Cape Cod is the property of Glamp Cape Cod. Failure of the customer to return or make available for return any of Glamp Cape Cod equipment by the designated date and time shall immediately constitute a conversion of that personal property and Glamp Cape Cod shall be immediately entitled to an order of entry and seizure.
5. **Dirty, Damaged or Lost Equipment.** The Customer agrees, as an insurer, to pay for any damages to or loss of any of the equipment arising from any causes other than reasonable wear and tear while the equipment is out of the possession of Glamp Cape Cod. The Customer also agrees to pay a reasonable cleaning charge for any equipment returned dirty beyond normal wear and tear. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. The cost of repairs will be borne by the Customer, whether performed by Glamp Cape Cod or, at Glamp Cape Cod's option, a third party. Equipment damaged beyond repair will be purchased by the Customer at its fair market value on the date of delivery. Costs for damages, repair or replacement will be assessed within 2 days of return and presented in a separate invoice payable within 14 days from receipt thereof.
6. **Collection Costs.** The Customer agrees to pay all reasonable collection, attorney's fees, court fees and other expenses involved in the collection of any charges or the enforcement of the Glamp Cape Cod's rights under this agreement.
7. **Loading and Unloading Goods.** Glamp Cape Cod is responsible for loading and unloading of the equipment. If the Customer or anyone acting on behalf of the Customer assists in the loading or unloading of the equipment, the Customer agrees to assume the risk of, and hold Glamp Cape Cod free and harmless from, any property damage or personal injuries, including damages or injuries attributable to the negligence of the Glamp Cape Cod or its employees.
8. **Assignments.** Glamp Cape Cod may assign this agreement without the Customer's consent, but will remain bound by all of its obligations herein. The Customer may not assign, sublease or loan any of the equipment. Any such purported assignment, sublease or loan by the Customer is void.
9. **Disclaimer of Agency and Manufacture.** The Customer agrees that it is not the agent of Glamp Cape Cod for any purpose. The Customer also agrees that Glamp Cape Cod is not the manufacturer of the equipment nor the agent of the manufacturer.
10. **Title.** This agreement is not a contract of sale. Title to the equipment remains in Glamp Cape Cod.
11. **Indemnity.** The Customer agrees to assume the risk of, and hold Glamp Cape Cod free and harmless from, property damage or personal injuries caused by any of the equipment or Glamp Cape Cod's negligence. Customer also agrees to indemnify and reimburse Glamp Cape Cod for all liabilities to any third parties, arising out of the use of the equipment or breach of this agreement by Customer.

Name:

Signature:

Date: