

**TENT RENTAL CONTRACT / TERMS AND CONDITIONS**

**TENT RESERVATION POLICY**

ESTIMATES AND QUOTES do not guarantee availability of rental equipment. Once Client is ready to secure their Tent rental, inventory will be checked again for availability and then Equipment will be reserved only upon receipt of a signed Rental Contract and 100% of the total rental order. ERS does NOT offer rain plan tents.

Initials (\_\_\_\_\_)

**CANCELLATION POLICY (NON­REFUNDABLE)**

When a client confirms an Estimate / Quote, or places an order with Event Rescue Services LLC (hereinafter referred to as ERS) for tents or any accessories, we immediately remove all items from available inventory and schedule our staff for installation. Therefore, ALL tent orders are NON-REFUNDABLE.

Initials (\_\_\_\_\_)

**SEVERE WEATHER**

Client understands that tents are a temporary structures designed to provide limited protection from weather conditions, primarily sun and rain. In situations involving strong winds and lightning, in which the tent will NOT provide protection and may be damaged or blown over EVACUATION of the tent is highly recommended to avoid possible injury. DO NOT seek shelter under the tent in these conditions. Client agrees that in the event of extreme/severe weather ERS has the right to dismantle any equipment that has been previously installed to ensure the safety of all involved.

Initials (\_\_\_\_)

**TENT INSTALLATION/TAKE DOWN AND PREPARATION OR AREA**

Installation and take down of a tent can only be done by ERS experienced staff. The installation area must be

CLEAR of obstructions before the tent installers arrive to assure they are able to lay equipment flat before assembling.

In the same manner the tent must be EMPTY when the crew arrives to take down so it can be laid flat on the ground.

Stakes are the BEST way to secure a tent. We use iron stakes that are 1”x30” at every tent leg. When we stake into Asphalt we will fill the holes with a ready-mix asphalt after removing the stakes. It is the responsibility of the Client to get prior approval to use stakes in Asphalt. The damage will be minimal and Client accepts as part of this agreement.

Initials (\_\_\_\_)

**WATER BARRELS**

In the case that staking or drilling is not permitted we do offer an option to secure the tent with 55-gallon water barrels at each leg. This option is not guaranteed in severe weather. It is the responsibility of the Client to supply the water source. There are additional fees for water barrels and covers. If a water truck is needed or pre­filled barrels to supply water ADDITIONAL FEES will be applied.

Initials (\_\_\_\_)

**PERMITS**

It is the responsibility of the renter to check with the Fire Department, Special Events Department, or Building Permits prior to the installation date to confirm and adhere to their requirements for Permits. ERS can provide this service for an additional charge, however ERS can not be responsible if permits are not approved by proper authority. 512­974­6501 or ​www.austin.texas.gov​

Initials (\_\_\_\_)

 Revised 01/2017

**UNDERGROUND LINES AND LANDSCAPING**

Installation of our tents is where the renter directs us to install. Renter is responsible for marking underground water, utilities, electrical or sewer lines or contacting 811 before you allow staking prior to ERS arrival. ERS will not assume liability for any damages caused to the previously listed areas or landscape. Initials (\_\_\_\_)

**DAMAGE WAIVER/ DAMAGES**

EVENT RESCUE SERVICES LLC aspires to protect your property during the delivery, installation and removal process. Client agrees to release ERS of any liability for any damage resulting from non- negligence to any property due to delivery, installation and removal of equipment on your property, including but not limited to ruts in grass, scratches on the installed surface and weather related damages. Client also understands that tents are temporary structures and may leak during heavy rain.

Initial (\_\_\_\_)

**RENTAL CONTRACT­EXPRESSED & IMPLIED WARRANTY DISCLAIMER**

RENTER ACKNOWLEDGES AND AGREES THAT LESSOR PROVIDES NO EXPRESSED WARRANTIES unless expressed warranty is given in writing by LESSOR AND FURTHER AGREES THAT LESSOR PROVIDES NO WARRANTIES OR “MERCHANTABILITY” OR IMPLIED.

In addition, the RENTER shall defend, indemnify and hold Lessor harmless from any claims or liability, whether based upon a claim for damages to real or personal property or any loss or damages sustained to a person, furthermore should any court action be initiated by either the Renter or Lessor the Renter hereby agrees to pay all reasonable collection fees, court cost and attorney’s fees incurred by Lessor or any other reasonable expense incurred to enforce the Contract Terms and Conditions by either party.

**NOTICE:**

SECTION 31.04 of the Texas Penal Code creates a presumption of intent to avoid payment for the offense of theft of service if a person returns property held under a rental agreement and fails to pay the applicable rental charge for the additional period within 10 days after the date the person received notice demanding payment. The offense of Theft of Service is a felony of the third degree if the value of the service stolen is $750.00 or more but less than $20,000.

**I have read and agree to the above Tent Rental Contract / Terms and Conditions**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invoice #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Estimate #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acceptance Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\*\*\*\*\*\* PLEASE RETURN AFTER SIGNING \*\*\*\*\***

**ERSAustin@gmail.com**​ **or** ​**fax back to**​ **512­597­0600**

**Event Rescue Services LLC**

**2716 High Point Drive**

**Round Rock, Texas 78664**

**512­694­3760 (office)**

**512­597­0600 (fax)**

 Revised 01/2017



**Client Checklist**

\*It is very important that the following items are checked ahead of time, to avoid additional charges please initial the line that applies to you and email this back to ERS.

**Vehicle Clearance:**

Orders are delivered in various sized vehicles. If you have any low trees or entrance points please inform ERS so that on delivery, there will be no delays or extra fees in order to make delivery possible.

• i.e. your order may be delivered in a vehicle that may require 7ft. to 14ft clearance.

• Making us aware of this will enable us to bring the proper vehicle or make other arrangements.

No Problem: \_\_\_\_\_\_ Requires Discussion: \_\_\_\_\_\_

**Steep Driveways/ Roads:**

Please make us aware if there are steep roads and/ or driveways leading to your delivery location. Once again we deliver in various sized vehicles and problems have occurred when faced with these obstacles. Making us aware of this will enable us to bring the proper vehicle or make other arrangements.

No Problem: \_\_\_\_\_\_ Requires \_\_\_\_ Requires please initial the line that applies to you, if the order was cancelled to de a check at our dDiscussion: \_\_\_\_\_\_

**Gate Codes/ Phone Contact: (please fill out form below)**

• If your delivery location requires access by gate code, PLEASE provide the gate

code ahead of time to avoid wait time fee.

• If in any case problems do arise please provide alternate phone numbers in order to handle the issue in a timely manner.

**On-site Contact(s):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAIN Gate Code (Entrance): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL Gate Code (Residential): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Event Rescue Services, 2716 High Point Dr. Round Rock, TX. 78664 512-694-3760 ERSaustin@gmail.com

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