

D&S Party Tent Rentals

D&S Party Tent Rentals Contract

Disclaimer

- All quotes are provided on a **first-come, first-served** basis and are subject to availability.
- Pricing listed on your quote is **guaranteed for 30 days** from the date issued.
- We do **not place holds** on rental items based on a quote alone.
- Rental items and services are **not reserved** until a signed contract and required retaining fee have been received.
- Availability may change at any time before receipt of the signed contract and retaining fee.
 - Both must be given for items to be reserved.

Reservation Policy

- For rentals under \$1,000, a \$125 retaining fee (\$112.31+ \$6.18 tax + \$6.52 office charge) is required.
- For rentals over \$1,000, a retaining fee that is 20% of the total rental price is required.
- If the rental amount is under \$112.31, full payment is required at reservation.
- This non-refundable retaining fee secures your rental.
- You can adjust quantities of tables, linens, and chairs until 28 days before the event.
- Cancellations or reductions after 28 days will be charged in full.
- Additions can be made at any time, subject to availability.
- Check Payment can be made to: D&S Party Tents, 3633 State Highway 13, Wisconsin Dells, WI 53965.
- A 4% discount applies to final payments made in cash only, not checks or credit cards.
- Last-minute reservations (same-week delivery) must be paid in full upfront by credit card
 - These will also incur a same-week scheduling fee *Initials:* _____

Security Deposit

- A 15% security deposit (minimum \$25) is required for all contracts.
- Additional cleaning surcharges apply for rental items requiring cleaning.
- This is not insurance and does not cover loss, theft, or negligence.
- Lost, stolen, or irreparably damaged items will be charged at replacement cost and may be more than the security deposit.
- If all items are returned in proper condition, the security deposit is refunded.
- If nails, tacks, staples, or other sharp objects are used on rental items, the entire deposit is forfeited, as this is negligence against our property.
- If damage exceeds the deposit, the card on file will be charged.
- The Security Deposit is **NOT** the same as the retaining fee. *Initials:* _____

Final Payment

- The Final Payment is Due when the crew arrives for setup, unless the event is on the same day, in which case it is due 2 weeks prior.
- If no one is present when the crew arrives, the card on file will be charged unless other arrangements have been made.
- If payment is declined, D&S Party Tent Rentals reserves the right to remove rental items. The Rentee will still be liable for full payment.
- If D&S is asked to return, another delivery fee will be added to the contract *Initials:* _____

ADDRESS

PHONE

WEBSITE

3633 State HWY 13, Wisconsin Dells, WI 53965

(608) 678-0033

<https://dandspartytentrentals.com>

D&S Party Tent Rentals

Credit Card & ID Requirements

- A credit card and driver's license are required on file for all rentals.
- These are used for insurance purposes and may be charged for:
 - Late payments
 - Damage or loss beyond security deposit coverage
 - Cleaning fees
- Rentals will not be delivered without both forms of identification.
- If delivery must be rescheduled due to missing information, an additional delivery fee applies.

Cardholder Name: _____ Card Number: _____

Exp: _____ CVC: _____ Billing Zip Code: _____ Initials: _____

Please check one of the boxes below.

- ☐ Charge the retaining fee only to this credit card.
- ☐ Charge the full payment to this card right away
- ☐ Charge the retaining fee for this card and then use it to charge the full payment at delivery.
- ☐ I will be mailing a check for the retaining fee

If NO box is filled out, we will be charging the retaining fee to the credit card so the reservation can be completed.

Driver's License Number: _____

(Two forms of identification are needed for insurance purposes)

Fuel Surcharge

- If fuel prices exceed \$3.50 per gallon, a fuel surcharge may be applied. Initials: _____

Service Charge Clause

- Service Charge Obligation
A service charge shall be applied to cover administrative, processing, and operational costs associated with this contract.
- Credit Card Service Fee
If the service charge is paid via credit card, a non-refundable processing fee of 4% of the total amount shall be added to cover transaction costs.
- Office Charge
An additional 1.5% office charge shall be applied to cover administrative and handling expenses related to the contract.
- Total Payment Calculation
The total amount due shall include the original service charge, the 4% credit card service fee, and the 1.5% office charge. The payer acknowledges responsibility for these additional costs.

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- Non-Refundability

All fees stated herein, including the credit card service fee and office charge, are non-refundable under any circumstances.

- Payment Terms

The full payment, including applicable fees, must be made at the time of the transaction unless otherwise agreed in writing by both parties.

Initials: _____

Diggers Hotline

- A Diggers Hotline request is required for tent installations.
- D&S Party Tents will take care of contacting Diggers Hotline
- By paying the retaining fee, you grant permission for Diggers Hotline to mark underground utilities.
- Private utilities (LP Gas, sprinklers, electric dog fences, utilities to outlying buildings, etc.) must be marked by the renter.
- D&S Party Tent Rentals, LLC is not liable for repair if damage is done to unmarked or inaccurately marked facilities, including personal lines.

Initials: _____

D&S Delivery & Pickup

- Standard delivery within 40 miles: \$50 (includes pickup).
- Rentals under \$250 or beyond 40 miles: additional mileage fees apply.
- Delivery occurs Wednesday-Friday; pickup is Monday-Tuesday.
- An Additional Charge of \$100 will be applied for scheduled pickup and delivery days. These can be reserved on a first come/first serve basis.
 - If we can drop off any day Wednesday-Friday and pick up any day Monday-Tuesday, there is no charge.
- Additional charges apply for off-hours, weekend, and same-day deliveries/pickups. If items are not placed in the original location upon pickup, additional fees may be charged.
- If our crew is delayed at the site, a charge of \$75 per man-hour applies.
 - 3 workers for 2 hours is $3 \times 75 = 225$, $225 \times 2 \text{ hrs} = \450 charge.

Initials: _____

Self-Pickup & Drop-Off

- Pickup: Thursday, 9 AM - 3 PM (appointments required for other times).
- Drop-off: Monday 8 AM - 4 PM
- If unattended, drop items at the shed apron, take a photo, and send it to 608-678-0033 or email dandspartytents@gmail.com.

Initials: _____

Tampering with or moving D&S Equipment

- Ratchet straps cannot be loosened or removed from the tent unless discussed with a crew member. Excludes pop-ups

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D&S Party Tent Rentals

- Tents may not be moved unless they are pop-ups
- Dance floors cannot be moved or picked up before we get there, unless otherwise discussed with a crew member
- This does not apply to movable D&S equipment (tables, chairs, benches, arbors, coolers, pop-up tents, etc.)

If any of the items above are done, this is subject to the forfeiture of the whole security deposit, even if damages do not occur, as this violates our insurance policy. If damages occur, you will be responsible for the replacement with brand-new items. *Initials:* _____

Tables & Chairs

- Setup is not included unless arranged in advance for an additional fee.
- Layouts must be provided at least 2 weeks before the event.
- Please note that our cocktail and plastic rental tables have been used multiple times before. We recommend that you use linens or tablecloths with them.

Initials: _____

Weather Rentals

- The customer assumes all weather-related risks of holding an outdoor event.
- If the tent and/or equipment become unusable due to high winds, rain, snow, flooding, extreme temperatures, or any other factor beyond D&S Party Tent Rentals LLC's control, the customer is still responsible for full payment of the rental contract.
D&S Party Tent Rentals LLC is not liable for damages to personal property under the tents caused by weather-related incidents.
- D&S Party Tent Rentals LLC reserves the right to refuse tent setup due to snow, extreme cold, or high winds.
- No rentals if temperatures are below 36°F.
- D&S Party Tent Rentals reserves the right to cancel installations due to weather conditions.

Initials: _____

Clear Top Tents

Please note the following considerations when renting a clear top tent:

- Clear tops can create a *greenhouse effect*, making the inside of the tent hotter than the outside in sunny conditions.
- Increased heat may accelerate evaporation, causing condensation to form on the tent top.
- Accumulated condensation may drip inside the tent ("rain effect").
- Clear top tents are recommended for use in early spring or fall to minimize these effects.

Initials: _____

Additional Rental Policies

Sidewalls

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D&S Party Tent Rentals

- Not included with tent rental; available upon request.
- Sidewalls must be stored dry and clean to avoid mildew.
 - If sidewalls are returned dirty, a cleaning fee of \$50/hour may be applied
- Installation fee: \$5 per 10-20 ft section or \$5 per 10ft section for the double peak sailcloth. **If you have not been charged the installation fee on your contract, then the sidewalls will not be installed**
- Sidewalls will not block all wind or rain, but do help. Sidewalls are not airtight, so heat may escape the tent.
- If sidewalls are damaged, a replacement fee will be charged.

Lighting

- Do not plug other devices into tent lighting circuits.
- Service fee for unauthorized tampering: \$100 minimum.
- Uplights cannot be used in the rain. They must be brought in or used under a tent or in a building

Linen Rentals

- Linen orders must be finalized 28 days before the event.
- Do not wash linens; shake out and dry before packing.
- If wet, leave on tables to dry as damp linens in plastic bags may cause mildew and incur fees.
- Skirting clips, tablecloth clips, and hangers must be returned, or a replacement fee will be charged

Decorating & Cleaning

- No nails, tacks, staples, or tape on rental items
 - \$50 per hour removal fee will be charged
- If nails, tacks, staples, or other damaging items are used, it will result in a complete forfeiture of the security deposit
- Use ZipTies for decorating

Farm Tables, benches, bars, whiskey barrels, arbors, and all other wood products

- Must be kept dry under shelter/tent.
- Rain or moisture must be wiped immediately to avoid damage.
- Customers are responsible for repair costs and replacement costs for items with irreversible damage.
- Benches may be used for ceremonies outside if the conditions are clear. They should be moved to a covered area after the ceremony is finished to avoid dew and other water damage.

Dance Floors and Tent Flooring

- Lay with the land- they cannot be leveled or adjusted
- Movement of our dance floor will incur a minimum of a \$250 charge. This does not include the cost of any damages.
- Lawns may turn a yellow tint, but will come back to green in a few days.
- Do not pick up the dance floor on your own. D&S crew will remove it on pick-up

Stages

- Stages must be set up by D&S Crew only.
- Stages cannot be moved once put in place
- No screws, nails, or adhesives allowed.

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Heaters

- Patio heaters require 4ft clearance from the tent vinyl, including the tent top and sidewalls.
- Customers are responsible for melted vinyl and will incur a replacement fee
- Patio heaters are radiant heat. The closer you are, the more you will feel it.
- Forced Air Heaters stay outside of the tent with a vent to the inside of the tent
- Forced air heaters do a better job of heating large areas
- Heaters will help make the temperature warmer under the tent. The temperature will vary depending on the size of the tent and the outside temperature.

Fire Pit Safety

- Pole Tents must be at least 60 feet away from active fire pits with the wind blowing in the opposite direction to prevent damage.
- Sailcloth tents should be at least 200 feet away from active fire pits with the wind blowing in the opposite direction.
- If any damage occurs due to firepit ashes, a complete tent top replacement will be charged to the renter.
- The renter holds all responsibility for damage to any rental products caused by a fire and will be charged full replacement costs.

Initials: _____

Natural Effects of Rentals

- All tents must be securely staked into the ground using 3-foot-long stakes (approximately 1 inch in diameter).
 - These stakes may leave small holes, but they are generally unnoticeable after the tent is removed.
- Tent support poles may cause slight indentations in the lawn, especially if the ground is soft.
- For events with dance floors or full tent flooring, the grass underneath may turn yellow due to temporary coverage.
 - The grass will generally recover within a few days.
- Our crew will need to walk on the grass during setup and removal.
 - In most cases, a truck and trailer will need to drive onto the grass unless otherwise specified.
 - If the site requires hand-carrying of equipment, we must be notified at least one week in advance.
 - A hand-carrying fee will apply.
 - If not notified in advance, a higher fee will apply due to the need for additional equipment.
- A Tent Ox (a grass-friendly, UTV-style forklift) may be used to assist with setup.
 - While designed for use on grass, the Tent Ox may leave tire marks and, in wet conditions, could cause slight ruts.
 - For tents that are 30x30 or larger, or that are more than 10 feet from the trailer, the use of a Tent Ox is required for:
 - Lifting center poles
 - Driving stakes into the ground
 - Removing stakes
 - Transporting equipment and tent tops

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- If equipment needs to be transported over a significant distance, additional fees may apply.

☀ By initialing below, you acknowledge and accept these natural effects of the rental process and confirm that D&S Party Tents has provided this information.

☀ D&S Party Tents is not responsible for repairing any natural effects or minor damages resulting from the installation or removal of the rental equipment. Initials: _____

Ground Protection

- Ground protection is available at \$1.00 per foot.
 - This consists of heavy-duty mats designed to protect the surface during setup and removal.
- Ground protection is most beneficial in areas where our tent ox travels from our trailer to the tent site, as this section is most impacted.
 - It can be extended to cover the entire tent area if desired.
- If our truck and trailer can access the site directly without driving over sensitive areas, ground protection may not be necessary.
- Ground protection is recommended for areas where vehicle movement could leave marks or indentations.
 - If a car does not leave noticeable marks, ground protection may not be needed.
- D&S Party Tents takes precautions, but if the ground is wet or soft and ground protection is not requested, D&S Party Tents is not responsible for repairing any ruts, marks, or damage to the lawn or surface.

Initials: _____

Hold Harmless Agreement

- The Customer shall defend, indemnify, and hold harmless D&S Party Tent Rentals LLC, including its:
 - Owners
 - Employees
 - Agents
 - Subsidiaries
- This protection covers all claims, liabilities, losses, damages (including property damage), and expenses resulting from or related to:
 - The negligence of the Customer
 - The Customer's employees, agents, subcontractors, invitees, or guests
- The indemnification includes reasonable attorneys' fees paid by D&S Party Tent Rentals LLC in defending legal actions covered under this agreement.

Initials: _____

Severability

- If any terms or conditions in this agreement are deemed unenforceable, illegal, or unconscionable by a court of competent jurisdiction:
 - That specific item shall be removed from the agreement.
 - All remaining terms and conditions shall remain in full force and effect.

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 By paying a retaining fee and/or renting equipment, the customer agrees to all terms and conditions outlined in this agreement. *Initials:* _____

I, _____, have read, understood, and agree to the terms and conditions stated above. I acknowledge my responsibility to return all listed rental items in their original condition. Additionally, I agree to cover any extra charges incurred due to damage or cleaning, if applicable.

I understand that if I am renting a tent or any other equipment requiring stakes or ground installation, D&S Party Tent Rentals LLC will contact Diggers Hotline. I authorize all necessary personnel to inspect and mark my property for underground utilities. I also acknowledge that marking personal utility lines is my responsibility, and I accept full liability for any damages that may occur.

I agree that the final payment is due at the time of setup. If payment is not provided at setup, D&S Party Tent Rentals LLC reserves the right to charge my card on file. Should the charge be declined and no payment is received, D&S Party Tent Rentals LLC may refuse to set up or remove unpaid rental items, while I remain responsible for the full balance.

Signature: _____ **Date:** _____

*An Electronic signature and initials represent the client's real signature

Thank you for your business!

We look forward to working with you. If you have any **questions or concerns**, please call us at **(608) 678-0033**.

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