

D&S Party Tent Rentals Contract

Reservation Policy

- For rentals under \$1,000, a \$105.50 retaining fee (\$100 + \$5.50 tax) is required.
- For rentals over \$1,000, a 15% deposit of the total rental price is required.
- If the rental amount is under \$105.50, full payment is required at reservation.
- A 4% fee applies to credit card payments.
- 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.
- Payment can be made via check to: D&S Party Tents, 3633 State HWY 13, Wisconsin Dells, WI 53965.
- A 4% discount applies to final payments made in cash.
- 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: _____

Retaining Fee

- 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.
- If all items are returned in proper condition, the security deposit will be refunded.
- If nails, tacks, staples, or other sharp objects are used on rental items, the entire deposit will be forfeited.
- 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: _____

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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 there is not a box 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.

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3633 State HWY 13, Wisconsin Dells, WI 53965

(608) 678-0033

www.dandspartytents.com

D&S Party Tent Rentals

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.
- 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.

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.
- Additional charges apply for off-hours, weekend, and same-day deliveries.

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- 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.

Initials: _____

Self-Pickup & Drop-Off

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

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.

Initials: _____

Winter Rentals

- No rentals if temperatures are below 36°F.
- D&S Party Tent Rentals reserves the right to cancel installations due to weather conditions.

Initials: _____

Additional Rental Policies

Sidewalls

- Not included with tent rental; available upon request.
- Sidewalls must be stored dry and clean to avoid mildew.
- 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.

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D&S Party Tent Rentals

- 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.
- Damp linens in plastic bags may cause mildew and incur fees. If wet, leave on tables to dry.
- 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.
- Bench 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

- 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.

Heaters

- Patio heaters require 4ft clearance from 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

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D&S Party Tent Rentals

- Heaters will help make the temperature warmer under the tent. The temperature will vary depending on size of tent and outside temperature.

Fire Pit Safety

- Tents must be at least 60 feet away from active fire pits to prevent damage.
- If damages occur due to ashes a complete tent top replacement will be charged to the renter

Initials: _____

Weather

- The customer assumes all weather-related risks to having an outdoor event
- Should the tent and or equipment become unusable due to any kind of weather or any other factor beyond D&S Party Tent Rental LLC's control, The customer is still liable for full payment
- D&S Party Tent Rentals is not liable for any damages to personal property that is under the tent due to weather-related incidents
- D&S Party Tnet Rentals LLC reserves the right to not put up a tent due to snow, extreme cold, or high winds

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.

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D&S Party Tent Rentals

- For tents larger than 30x30, the use of a Tent Ox is required for:
 - Lifting center poles
 - Driving stakes into the ground
 - Removing stakes
 - Transporting equipment and tent tops
- 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

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D&S Party Tent Rentals

- 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.

 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 the customer remains 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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