

Tents Over Texas

P.O. Box 981
Brenham, TX 77834
979-836-TENT (8368)
www.tentsovertexas.com

RENTAL AGREEMENT

In a rental contract Tents Over Texas shall be called Owner and the Customer shall be called Hirer.

- (1) Hirer agrees to have the Installation area cleared before the Installation, (UP), date and the contents of the tent removed before the Removal (DN) date.
- (2) Hirer assumes liability for and agrees to pay for all damages to the equipment rented, or replacement cost in case of theft, while it is in the Hirer's possession. Reasonable wear and tear and acts normally attributed to God or nature are accepted.
- (3) Hirer understands that tents are temporary structures and could possibly collapse during conditions of severe wind, rain, or snow. Owner cannot assume liability for harm to persons or damages caused to any of the contents of a tent while it is in Hirers possession. It is also understood that by the nature of tents there may be some leakage during rains.
- (4) Owner shall not be responsible for damages to underground installations such as water, electric, gas, or sewer lines, etc.
- (5) Hirer understands that this tent has been reserved for the Hirer. The required 50% deposit is refundable up and until 14 days prior to the installation date. Cancellation <u>must</u> be in writing and received in the Owner's office 14 or more days prior to the scheduled installation date. Payments made with a credit card are non-refundable even if they are cancelled 14 or more days prior to the installation date. All payments made with a credit card will have a 3% fee added.
- **(6)** Hirer understands that many local governments require a permit to install a tent and agrees to obtain at the Hirer's expense, all necessary permits, licenses and consents required by law before the Installation date.
- (7) Hirer shall pay to the Owner, in advance, the full amount listed on contract for services rendered and taxes.

Contract subject to additional information below:

ADDITIONAL INFORMATION

- (1) Preparation: The installation area must be clear of obstructions before we arrive, as the first part of an installation is to spread the tent out flat. In like manner the tent must be empty when we come to take it down so it can be laid flat on the ground.
- (2) Space Requirements: Because of the guy lines and other considerations we generally have to have a minimum of 5 feet clearance outside the perimeter of the tent on all 4 sides. If you do not have this clear area you must let us know so we can suggest alternatives or solutions.
- (3) Sales Taxes: Appropriate sales taxes will be collected on all rentals in the State of Texas, unless the Hirer is: 1. A non-profit tax-exempt organization, 2. A re-renter collecting the sales tax from the ultimate user of the tent, 3. A direct pay corporation. In any of these situations the Hirer must sign and return the appropriate certificate required by the State of Texas, which we will provide.
- (4) Other Additional Charges: Additional charges may be incurred as Overtime Labor if work is required to be performed outside our normal workday of 8-5 Monday through Friday.
- **(5)** Underground Lines and Landscape Plantings: We install our tents where the Hirer directs us too. As stated earlier we do not assume liability for underground lines as we cannot see them or locate them. Additionally, if we must stand in or work too close to a planting we may damage them. Our crews try to be careful but they must have room to work.

Customer Signature	_Date	
Customer Name (printed)		