

Terms and Conditions

By renting equipment from Event Rental Works Ltd. (hereinafter "the supplier", "we" or "ERW"), you (hereinafter "the Renter") agree to pay any and all rental rates and charges accrued for the period between receipt of the rental equipment through the time of return of said equipment to ERW per the payment terms outlined in the next section.

PAYMENT TERMS

- i. **A non-refundable deposit of 50% of the order total is required to reserve inventory and hold pricing.**
- ii. **Twenty one days (21) prior to setup or pickup ("setup date"), the balance is due, or, if setup date is less than twenty one (21) days away from the confirmation date (or date of agreeing to the order/service proposal), the full balance is due immediately.**
- iii. Any additional charges incurred, such as billable loss, damages or extra cleaning charges, will be calculated and invoiced after equipment is returned to ERW.
- iv. ERW accepts cheque, wire payments, email transfer, Visa, MasterCard or American Express.
- v. A valid MasterCard, Visa or American Express is required to be on file (even if paying by cheque or wire payment). The credit card on file will be charged whenever cheque and/or wire payments are not received by stipulated due date, rented items are missing or are returned damaged, or last minute changes to scope are made.
- vi. A \$30 fee will be assessed for dishonoured cheques.
- vii. A \$50 administrative fee will be assessed for invoices not paid within 30 days. 1.5% interest per 30 days will be assessed for invoices not paid within 30 days, and for each month of non-payment thereafter.
- viii. A 3% service charge will be added to all American Express credit card payments.

GUARANTEE – PRICING AND INVENTORY

- i. **Orders are neither confirmed nor reserved until the terms and conditions document is properly filled out, signed, returned and accepted by our office, and payment has been made per the above terms.**
- ii. If a rental item becomes unavailable due to damage upon its previous return, all efforts will be made to provide a suitable substitute or a refund will be provided.
- iii. If the Renter fails to make payment of any installment, for a period of 5 days, ERW may, at its option, terminate the contract without notice to the Renter.

CANCELLATION/ORDER CHANGES

- i. The following cancellation policies will apply to reductions or cancellations made 21 days or more prior to the contracted setup date:
 - a. Reductions up to 10% of original amount ordered **per item** may be made with no penalty.
 - b. Reductions of more than 10% of original amounts ordered **per item** are subject to a penalty of 50% of the rental rate of the cancelled item(s) plus tax.
- ii. The following cancellation policies will apply to reductions or cancellations made less than 21 days prior to setup date:
 - a. There will be no refund on any items reduced or cancelled less than 21 days prior to setup date. A cancellation fee of full rental amount will apply.
- iii. Any increases in inventory must be made prior to your setup date and are subject to availability. These items may be billed separately.
- iv. There are absolutely no refunds for early returns. Additionally, refunds are not issued for rental items returned unused.

DELIVERY

- i. The Renter is responsible for reviewing the rental contract to ensure accuracy of the order including but not limited to delivery location and items ordered. ERW will pack the order listed on the most recent contract. ERW is not responsible for items assumed or not existing on the most recent contract.
- ii. The product drop-off location must be unobstructed, level and will be within 25 feet from the delivery truck's parking location. There will be extra portage fee for items that require using stairs or multiple drop-off locations. The Renter will incur additional labour charges if ERW delivery staff must wait for the drop-off location to be prepared for delivery. ERW reserves the right to refuse any unsafe delivery conditions.
- iii. Upon delivery, we recommend that an authorised representative of the Renter is present to verify that everything has been delivered and make decisions regarding placement and configuration. We can only accept quantity or item discrepancies to the Renter's order identified at time of delivery. If the Renter does not arrange to have someone onsite at the time of delivery, our driver will leave your rental items at a predetermined location as noted by the Renter. In this case, the Renter agrees to accept that the order is complete and all delivered equipment are in good working order per your reservation and rental contract. The Renter assumes all risk and liability of damage or injury during installation and set-up of rental items.
- iv. ERW shall make commercially reasonable efforts to deliver at requested delivery times. However, delivery schedules are subject to traffic, weather, unexpected events and other circumstances beyond the control of the driver. When possible, we recommend that deliveries be scheduled one day before the event to reduce the risk that the time of delivery would affect the success of your event.
- v. Unless specified, all furniture will be delivered to site and left neatly stacked and packaged. The Renter agrees to position and packaged the furniture similarly in anticipation of ERW's pick up.

SITE PREPARATION

- i. The Renter must ensure site is ready (lawns mowed, furniture moved, vehicles moved, snow and ice cleared, etc.) before the crew is scheduled to arrive. Levelling of ground prior to any floor installation is the responsibility of the Renter.
- ii. The Renter must ensure that there is **fifteen (15) feet minimum clearance for stretch tents and ten (10) feet minimum clearance for all other tent types** around the entire perimeter of the tent footprint to allow for securing and setting up of the tent. It is the Renter's responsibility to request a site visit if they are unsure if the requested tent will fit or to address any other concerns they might have. Tents will be secured by weights or stakes.
- iii. **The Renter is responsible to mark where all sprinklers, water lines, gas lines, and all other utilities are located prior to setup.** Depending on the site, the Renter may have to attend at the time of staking to give approval for stake placement. ERW is not responsible for any damages to any sprinklers, water lines, sewer, utilities, landscaping, lawn lights, concrete, asphalt, lawn, etc, and is to be fully indemnified by the Renter regarding any claim by a third party in this regard.
- iv. **The Renter is responsible for providing all necessary permits required for the installation of a tent at the location.**
- v. **If site is not ready, property marked or accessible when the crew arrives, the Renter will incur additional fees and/or equipment delivery may be aborted.**

ELECTRICAL

- i. While ERW provides lighting as part of their rental inventory, our crew members are not licensed electricians and are not responsible for connecting any lighting to a power source. It is the Renter's responsibility to connect cords to a power source. Extension cords can be provided at an extra cost; however, these items must be ordered ahead of time to ensure they are delivered with the other equipment.

