

Watts Some Fun Rental Terms On Tents

Signature Also Required On This Page

1. **Time of Payment:** Accounts are due and payable in Crossett , Ashley county, Arkansas, before or upon erection of leased property, unless other arrangements are agreed on.
2. **Cancellations:** Lessee shall be charged 1/3 of rental fee, excluding mileage, if lessee or his agent cancels lease within 48 hours of agreed set up. This charge covers labor for pre-set up preparations, including pulling cleaning, and loading of rental items.
3. **Cleared Premises:** The lessee shall furnish the premises, upon which the leased property is to be erected, to the lessor or lessor's agent cleaned of all erections, structures, or other impediments before set-up and at time of removal of rental property. If premises are not properly cleaned, lessee will be liable for crew waiting time, and / or additional mileage charges if set-up or removal has to be rescheduled.
4. **Set-up Location:** The lessee or his agent will clearly mark or indicate set-up location. It is the responsibility of the lessee to insure set-up location meets approval with any permits or ordinances before set-up. If due to lessee error, rental property must be moved during or after initial set-up additional charges will be incurred.
5. **Lessee's Rick or Loss:** Lessee shall bear the risk of loss or damage to the leased property due to fire, theft, or other deprecation to the leased property from the first day of set-up up to and including the last day of equipment removal.
6. **Lessor's Risk of loss:** Lessor agrees to bear the risk of loss or damage to the leased property due to rain, hail, sleet, snow, storm, tornado, high wind, fire caused by lighting or other disturbances of nature, only if and only so long as lessee or his agent notifies lessor of such damage or loss with in 24 hours after the occurrence of such damage.
7. **Limitation of liability:** Lessor shall not be liable in any manner for injured or damages to person, property, materials, stock, or other items or articles what so ever while any persons, items, or articles are in, under, or about leased property, including but not limited to underground pipes, telephone, electrical lines, or other utility equipment. Lessor shall not be liable for injures, or damages to any persons, materials, or exhibits, while under, near or about the property caused by fire, rain, hail, sleet, snow, storm, high winds, tornadoes, floods, or other disturbances of nature or by tents falling by reason there of. Lessor shall not be liable in any manner of injures damages to person of items falling over or coming in contact with ropes, stakes, chins, or other supports of the leased property.
8. **Weather:** In the event of sever weather conditions, or high winds, it is highly recommended that the lessee facilitate the immediate removal of persons and/or property from interior and proximity of rental property to reduce probability of injury or damage. Please note that lessor is not liable for any injuries or damage caused by tent falling due to weather, as outlined in # 7.
9. **Lessee's Liability:** Except as otherwise provided in this lease, the lessee shall be liable for all damages of loss to tent leased property due solely to the negligence of the lessee, his agents, of employees. Lessee shall be responsible for all damage to aforesaid personal property due to smoke, paint, and other foreign substances defacing the appearance of he leased property.

10. **Indemnification:** Lessee agrees to indemnify and save the lessor, its agents, and other employees harmless from any and all losses, claims, actions, costs, and expenses, including reasonable attorney's fees, judgments, subrogations, of other damages arising out of or incident to the performance of this lease agreement by lessee including but not limited to lessee's employees, agents subcontractors, and others designated by the lessee to perform work or services in, about, or attendant to, the work, services, and equipment under the terms of the agreement.
11. **Rent not Abated:** In the event the aforesaid personal property is blown down, or damaged in any manner whatsoever due to storms, tornado, high wind, or other disturbances of nature, the rental payment required by the rental agreement shall nevertheless remain due and payable.
12. **Underground Utilities:** Lessee shall locate and mark all underground water, electric, gas or any other buried cables or lines before erection begins. Lessee shall call Arkansas One Call at least 48 hours prior to erection of tent at 1-800-482-8998 or applicable agency in erection state. Lessor shall not be liable for any damage to underground systems, cables, or lines that are not identified and marked.
13. **Overhead Utilities:** Lessee shall not want tent erected under overhead utilities due to harm to erection crew, lessee, persons, or tent.
14. **Government Permits:** The lessee shall procure at his own expense and furnish lessor with evidence of issuance of all government permit if any, required for the erection of tents or other personal property.
15. **Force Majeure:** Lessor shall not be liable for any damage or loss or other conditions brought about by acts of God, strikes, boycotts, civil insurrections, commotions, invasion by common enemy, or other conditions beyond lessor's control.
16. **Applicable Law:** This agreement shall be interpreted under and governed by the laws of the State of Arkansas.
17. **Collection Costs:** Lessee shall pay all costs including late fees, collection fees, and reasonable attorney's fees, in the event it becomes necessary for lessor to employ an attorney to attempt to recover any equipment, damages, unpaid rentals or other charges.
18. **I have read and understand all of the above rules, terms, and conditions of this agreement and agree to them fully.**

SIGNATURE OF LESSEE OR LESSEE'S REPRESENTATIVE:

AGENT: _____ Date: _____