

RENTAL AGREEMENT

ONE PAGER QUICK TERMS

RESERVATION & PAYMENT

- 25% non-refundable reservation payment required to secure your date.
- Remaining balance due 7 days before delivery.
- Late payments may result in cancellation.

CANCELLATION POLICY

- 25% reservation payment is non-refundable.
- 21+ days before event: reservation retained only.
- 10–20 days before event: 50% of total is due.
- 9 days or less before event: 75% of total is due.
- If equipment is loaded: 100% due.

WEATHER POLICY

- Tents are temporary shade structures.
- Max Wind/Gust mph takedown limit:
 - Canopies: 18/25 mph
 - Canopies w/walls: 12/20 mph
 - High Peak Tents: 30/40 mph
 - High Peak Tents w/walls: 25/35 mph
- No refunds for wind, rain, heat, cold, or other weather conditions.
- Company may refuse installation or require evacuation in unsafe wind conditions.

EQUIPMENT RESPONSIBILITY

- Renter responsible for equipment from delivery until pickup.
- Chairs must be restacked properly.
- Missing or damaged items charged at replacement cost.

SITE REQUIREMENTS

- Site must be clear and ready prior to arrival.
- Underground utilities must be marked.
- Tent placement must be marked.
- Additional labor fees apply for stairs or long carry distances.

SURFACE DISCLAIMER

- Concrete ballast blocks may cause minor surface marks.
- Company not responsible for cosmetic surface damage.
- Drilling into pavement: \$25 per hole.

PROHIBITED USE

- No cooking under tents.
- No open flames near structure.
- No tape on tent vinyl.
- No staples, nails, or pins on equipment.

Damage from prohibited use results in full replacement cost.

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into between **El Paso Fiesta Tent & Party Rental LLC** ("Company") and the individual or entity signing below ("Renter").

By signing electronically or physically, Renter agrees to all terms and conditions outlined herein.

1. PAYMENT TERMS

- A **25% non-refundable reservation payment** is required to secure the event date.
 - The remaining balance is due no later than **7 days prior to delivery**.
 - Bookings made within 7 days of the event require full payment at booking.
 - Company reserves the right to charge the card on file for any remaining balances, approved charges, damages, or fees outlined in this Agreement.

Failure to complete payment may result in cancellation of the reservation.

2. CANCELLATION POLICY

- Reservation payment (25%) is non-refundable.
- Cancellation 21 or more days before event: reservation payment retained only.
- Cancellation 10–20 days before event: 50% of total invoice due.
- Cancellation within 9 days of event: 75% of total invoice due.
- If equipment has been loaded for delivery: 100% of invoice due.

Rescheduling may be permitted based on availability.

3. DELIVERY & ACCESS

- Delivery and pickup occur within a 3-hour window. Exact times are not guaranteed.
- Delivery is made to the closest accessible point for Company vehicles.
- Additional labor fees may apply for stairs, extended carry distances, difficult access, or same-night pickup.
- Long carry distance fee: \$50 per 100 feet (minimum \$50).

Renter must disclose any access limitations before delivery.

Company vehicles may include 26-foot box trucks. Company is not responsible for damage to non-DOT compliant obstructions.

4. SITE PREPARATION

Renter agrees to:

- Clear all obstacles prior to delivery
- Mark tent placement location
- Identify and mark underground utilities
- Obtain any required permits

If the site is not ready upon arrival, additional labor or delay fees may apply.

5. TENT & CANOPY INSTALLATION POLICY

5.1 Structure Types

Company offers two types of overhead event coverage:

A. Commercial-Grade High-Peak Frame Tents

Professionally installed, engineered event structures secured with stakes or engineered ballast systems.

B. Pop-Up Canopies

Lightweight, portable shade structures designed for smaller-scale or short-duration coverage needs.

Both options are temporary event structures and are not permanent buildings.

5.2 Installation Standards

All installations are performed according to industry safety practices.

High-Peak Frame Tents:

- Installed by trained crew
- Secured with ground stakes or concrete ballast
- Designed for structured event environments

Pop-Up Canopies:

- Anchored appropriately for surface conditions
- Intended for lighter-duty shade coverage
- Not engineered for the same wind resistance as frame tents

Renter agrees not to move, adjust, or modify any installed structure.

5.3 Weather Considerations

All temporary event structures are subject to weather limitations.

High-Peak Frame Tents provide enhanced stability compared to lightweight canopy systems; however:

- No temporary structure is weather-proof.
- Protection against extreme wind, hail, flooding, or severe storms cannot be guaranteed.
- Outdoor events carry inherent weather risk.

Renter assumes all weather-related risks associated with outdoor events.

5.4 Wind Safety Threshold

For the safety of guests, staff, and equipment, installation and continued use of all temporary structures are subject to weather limitations.

The following thresholds apply when structures are properly anchored or ballasted according to Company standards.

A. Pop-Up Canopies (All Sizes)

Without Sidewalls

- Safe installation range: 12–18 mph sustained wind
- Mandatory takedown at gusts of 25 mph or greater
- Intended for light rain only
- Risk of water pooling during moderate or heavy rainfall

With Sidewalls

- Safe installation range: 8–12 mph sustained wind
- Mandatory takedown at gusts between 15–20 mph
- Light rain only
- Sidewalls significantly increase wind load and structural stress

B. High-Peak Frame Tents (Commercial Grade)

Without Sidewalls

- Safe installation range: 25–30 mph sustained wind
- Mandatory takedown at gusts of 40 mph or greater
- Designed to handle moderate rainfall
- Tensioned vinyl top reduces pooling

With Sidewalls

- Safe installation range: 20–25 mph sustained wind
- Mandatory takedown at gusts of 35 mph or greater
- Suitable for moderate rain
- Sidewalls increase wind load and may reduce allowable thresholds at Company discretion

Severe Weather & Discretion

Installation will not occur and structures may be removed if:

- Severe weather advisories or warnings are active
- Lightning, hail, flooding, or microburst conditions are present
- Site conditions become unsafe

Company reserves the right to:

- Delay installation
- Refuse installation
- Require evacuation
- Initiate takedown

All safety determinations are made at Company's sole discretion.

No refunds shall be issued due to weather-related safety decisions or mandatory safety actions.

5.5 Anchoring & Surface Requirements

High-Peak Frame Tents:

- Staked when installed on grass/dirt
- Ballasted with engineered concrete weights on asphalt/concrete

Pop-Up Canopies:

- Secured using appropriate weights or anchoring systems

Renter acknowledges that cosmetic surface markings may occur from ballast or tent legs.

6. BALLAST & SURFACE DISCLAIMER

For installations on asphalt or concrete:

- Concrete ballast blocks will be used.
- Minor surface scratching or pressure marks may occur.
- Company is not responsible for cosmetic surface damage caused by tent legs or ballast.

7. USE RESTRICTIONS

The following are strictly prohibited:

- Cooking under or near tents
- Open flames near tent structure
- Removing sidewalls
- Attaching items using staples, nails, tacks, or pins
- Tape on tent vinyl

Damage resulting from prohibited actions will result in full replacement cost charges.

8. EQUIPMENT RESPONSIBILITY

Renter assumes full responsibility for all equipment from delivery until pickup.

Renter agrees to:

- Stack chairs neatly on dollies (50 non-padded / 25 padded)
- Return equipment in same condition as delivered
- Keep linens dry and free of excessive stains

Fees may apply for:

- Chair restacking (\$0.25 per chair)
- Excess cleaning
- Missing items
- Weather damage
- Replacement of damaged goods

Equipment damaged beyond repair will be charged at full replacement cost.

9. DAMAGE WAIVER (Optional)

If selected, the Damage Waiver covers accidental damage only.

It does not cover:

- Theft
- Missing items
- Negligence
- Abuse
- Weather misuse
- Prohibited use violations

Damage Waiver fees are non-refundable.

10. LOSS OR THEFT

Renter is responsible for full replacement cost of any stolen, lost, or unreturned equipment.

Equipment not returned within 10 days may be considered permanently lost.

- Minimum 5 business days' notice
- Administrative processing fee (if applicable)
- Approval by Company's insurance carrier

Company's insurance does not extend coverage to Renter's personal property, guests, vendors, or event activities. Renter is strongly encouraged to obtain event insurance coverage.

11. INDEMNIFICATION

Renter agrees to indemnify and hold harmless El Paso Fiesta Tent & Party Rental LLC, its owners, employees, and agents from any claims, liabilities, injuries, damages, or legal expenses arising from use of rented equipment.

Renter assumes full responsibility for guests and third parties.

12. COLLECTION & LEGAL

- Past due balances accrue 1.5% monthly interest.
- Renter agrees to pay attorney fees and collection costs if enforcement becomes necessary.
- This Agreement is governed by the laws of the State of Texas.
- Venue for disputes shall be El Paso County, Texas.

13. CERTIFICATE OF INSURANCE

Company maintains general liability insurance coverage consistent with industry standards for tent and event equipment rental operations.

Upon written request, and when required by a venue, Company may provide a Certificate of Insurance (COI) naming the venue as an additional insured, subject to:

14. PHOTO & MARKETING USE

Company may photograph or record installed equipment for documentation, quality control, safety verification, and marketing purposes.

By signing this Agreement, Renter grants Company permission to use images or video of rented equipment installations for:

- Website portfolio
- Social media
- Advertising
- Promotional materials

Company agrees:

- No personal identifying information will be published without consent.
- No guest faces will be intentionally featured without permission.
- Photos will focus primarily on equipment and setup.

If Renter prefers to opt out of marketing use, written notice must be provided prior to the event date.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between parties and supersedes any prior verbal discussions.

16. DIGITAL ACCEPTANCE

By signing below, Renter:

- Confirms understanding of all terms
- Authorizes charges to the card on file
- Confirms event details are accurate

Renter Name: _____

Event Date: _____

Delivery Address: _____

Signature: _____

Date: _____