

Butler Rents Tent Rental Agreement

Tent Site Preparation:

You (client) agree to have the installation area cleared prior to the date and time that the rented tent is due to be erected, and to have the contents of the tent cleared out before its removal. You agree to clearly mark or lay out the exact location of the tent and be present, or have a designated agent or representative on-site, at the time of tent installation. In order to install or dismantle a tent or structure, we (Butler Rents) must have a minimum of 10 feet of clear unobstructed space on all four sides around the area of the tent unless otherwise agreed upon.

Required Permits and Licenses:

Prior to the installation of the tent, you agree to obtain any necessary permits, licenses, or other consents (such as special, organized, liquor/vending, or other) as required by the appropriate government authorities and to provide us copies as needed. We may secure any required permits pertaining to the actual tent/structure and related equipment (i.e. heaters, generators, etc.). You are responsible for the associated costs. We agree to furnish any documentation (schematics, flame retardant material certifications, etc.) regarding the tent upon request.

Subsurface Conditions:

You agree to contact the appropriate agencies at least 72 hours prior to tent installation is to begin in order to obtain permission for us to drive stakes, or otherwise disturb the soil, and inform us of any underground utilities (i.e. phone lines, water lines, sprinkler lines, cable lines, gas lines, septic systems, etc.). It is your responsibility to mark the location of these underground utilities and inform our staff as to their existence upon arrival at the job site.

Tent Staking:

You agree to provide a suitable surface for the construction of the tent at your expense. We assume no liability for holes, cracks, or other damage to concrete, asphalt, or any other surface on which you have chosen for the tent installation location. We will fill holes in asphalt with asphalt plugs, but make no warranty, guarantee, or promise that the asphalt surface will be restored to its original condition following our departure.

Use of Water Barrels or Concrete Barricades (Alternative Ballasting Methods) as Anchors:

Industry experience has demonstrated that the most effective way to secure a tent is to stake the structure by driving stakes or using concrete anchors where applicable. In recent years many costumers have insisted upon the use of alternative means of tent ballasting (such as water barrels, concrete barricades, weights, etc.) rather than staking as recommended by the tent manufacturer in order to avoid potential damage to asphalt or other hard surface. Manufacturers provide detailed instructions for the proper anchoring of their tents and will seldom, if ever, call for the use of any alternative ballasting methods. Our departure from these manufacturer's recommendations potentially exposes us to liability due to negligence, or strict liability in tort, in the event of an accident despite the issuance of this disclaimer. Additionally, it should be noted that many insurance companies will refuse to insure tents against personal injury or damage to property resulting from the use of alternative ballasting methods in tent installations. As such, the use of such methods should be avoided.

Risk of Loss or Damage:

You agree to pay for any rented tents and related items that are lost, stolen, or damaged while in your possession – including damage and/or cleaning expenses to tent walls and tops resulting from any cooking or heating processes under or near the tent – other than when caused by rain, hail, storm, tornado, high winds, fire caused by lightning, or other disturbances of nature or Acts of God, provided that you notify us immediately of any such event.

Hold Harmless:

You agree to assume the risk of, and indemnify and hold us harmless, from and against any and all claims, demands, actions, lawsuits, and proceedings of every kind, including costs, expenses, attorney's fees for personal injury or property damage caused by, connected with, or resulting from:

- (a) The delivery, loading, unloading, erection, installation, dismantling, and use of the rented tents and associated equipment.
- (b) Contact with underground wires, pipes, cables, or other obstructions.
- (c) Necessary surface repairs.
- (d) Fire, rain, hail, sleet, snow, high winds, tornadoes, floods, falling objects, aircraft, vehicle collision, smoke, nuclear radiation/radioactive contamination or other disturbances of nature and other Acts of God that may cause tent failure or collapse.

I have read and understand my obligations in renting a tent:

Signature

Date