

PT Events INC DBA Pacific Tent TERMS AND CONDITIONS

- >. This contract constitutes the entire Contract and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for on behalf of either party or by any commitment or arrangement not specified in the Contract.
- >. Pacific Tent agrees to do all work and/or deliver the goods provided in this Contract in a good and workmanlike manner, but shall not be responsible for delay or failure to perform work and/or deliver the goods when such a delay or failure is due to Acts of God, war, strikes, government prohibition, non-insurance of all required permits affecting construction, delays caused by other contractors, or reasons beyond its control.
- >. Customer will take all necessary precautions regarding any items rented and protect all persons and property from injury or damage. Customer agrees to indemnify and hold harmless Pacific Tent from and against all liability, claims, judgments, attorney fees and costs of every kind and nature, including, but not limited to, injuries or death to persons or damage to property, arising out of the use, delivery, maintenance, installation, instruction, operation, possession, ownership or rental of items rented, however caused.
- >. Customer is fully aware and acknowledged there is risk of injury or damage arising out of the use or operation of the items rented/soled hereunder and hereby elects to voluntarily enter into this rental/sale agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge Pacific Tent from any and all responsibility or liability for such injury or damage arising out of the use of the items rented/sold and customer further agrees to waive, release and discharge any and all claims for injury or damage against Pacific Tent which Customer may otherwise be entitled to assert.
- >. No additional work shall be done without the prior written authorization of Customer and Pacific Tent. Any such authorization shall be on a change order form showing the agreed terms and reasons for such changes and shall be approved and signed by both parties, and such change-order forms shall be incorporated in and become part of, this Contract. Where such additional work is added to this contract, it is agreed that the total price under this contract shall apply equally to such additional work.
- >. There are no warranties, express or implied, that the goods and materials sold or leased hereunder shall be merchantable or fit for any purpose whatsoever. No employee or agent has the authority, express or implied, to waive or modify the provisions of this paragraph in any manner whatsoever. All goods are delivered on an "as is" basis and Customer acknowledges receipt of all items listed hereunder and that such items are in good working order and repair and that Customer has been instructed in the proper operation and use thereof.
- >. When goods are shipped, titled to the goods passes to the Customer and Pacific Tent's liability as to delivery ceases upon making delivery of the goods to carrier at the F.O.B. shipping point in good condition. Customer acknowledges that goods and materials delivered were inspected at the time of delivery/will call. If Customer is not present at time of delivery/pick up, Customer accepts Pacific Tent's count and accepts responsibility for any lost or damaged equipment.
- >. Customer shall be responsible for all damage to rented items not caused by ordinary wear and tear. A cleaning charge may be imposed for items returned unclean. Customer is fully responsible for Any Damages made to equipment including: Vandalism, Mother Nature, Negligence
- >. Unless otherwise specified in writing, payment is due in full upon completion of the project. If the Contract calls for progress payments and Customer fails to make any progressive payment required under the Contract on time, Pacific Tent shall have the option to rescind the contract or declare breach of contract. In the event of recession or declaration of breach of contract, Customer shall promptly pay Pacific Tent the reasonable value of work completed on the project as measured by the Contract price, plus all Pacific Tent damages including loss of profit. Until all payments hereunder are fully paid, title and right of possession to all materials, parts, etc. used by Pacific Tent shall remain with Pacific Tent.
- >. If the Contract calls for payment to be made in part or in full by "trade", Customer agrees such trade shall be exchanged at commercially competitive pricing. In the even of subsequent Customer default; the outstanding value of the trade balance shall be paid in cash. Additionally, Customer shall be responsible for any and all reasonable fees, including reasonable attorney's fees, incurred by Pacific Tent to enforce the terms and conditions of this contract.
- >. In case of any dispute arising under this Contract, all costs, including filing fees and reasonable attorney's fees will be paid to the party prevailing in litigation. Customer agrees to pay all costs and reasonable attorney's fees incurred in the collection of all past due invoices and accounts.
- >. No goods shall be returned to Pacific Tent without prior written notice from Pacific Tent. All returned goods shall be subject to a 25% handling fee which shall be paid prior to acceptance of any returned goods.
- >. Reservations must be cancelled at least 48 hours prior to scheduled delivery date. Reservations cancelled within 48 hours from the scheduled delivery date will incur a 25% restocking charge. Reservations/Equipment cancelled after the delivery truck has been loaded will incur a 50% restocking charge. Reservations/Equipment cancelled after the delivery truck has left Pacific Tent will incur a 100% restocking charge.
- >. Customer is responsible for any necessary permits that may be required unless otherwise arranged with Pacific Tent in writing.
- >. Customer is responsible for notifying Pacific Tent in writing of any main lines prior to staking. Customer expressly agrees that Pacific Tent is not responsible for any underground damages due to driving stakes into the ground.