



# TOP HAT PARTY DESIGN

A CALVERT AUTO SUBSIDIARY

3970 Old Town Rd.

Huntingtown Md. 20639

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## Terms and Conditions

### **Definitions: Top Hat Party Design is the subsidiary of Calvert Auto**

This Contract constitutes the entire contract between Top Hat Party Design and the renter and no modifications shall be valid unless written or attached hereto and same are approved in writing by an officer of Top Hat Party Design.

**DEPOSIT:** Your deposit holds the rental items and the date for you. Deposits are non-refundable, as we will be turning away other perspective rentals for that item. Once a deposit has been made, the full value of the contract will be due 7 business days before the event. We cannot hold tents just for the anticipation of inclement weather. Rain plan only tent contracts will be required to pay 100% of contract total. The number of tables and chairs can be adjusted according to your RSVPS. In the event of extenuating circumstances, dates can be changed if items are available for the new date. All credit card transactions subject to 2% processing fee. MC, Visa and American Express accepted.

**DELIVERY AND PICK UP:** Our basic delivery charges are based on the distance from our store to the delivery address and includes delivery from our truck to a dock, door or garage. Other factors that increase the delivery charge are location sights i.e. a 2<sup>nd</sup> floor delivery, down a number of hallways or extended distance from truck parking. Our normal delivery days are Wednesday thru Friday. Since we cannot deliver to all customers in one day, Renter will have to be prepared to accept delivery on either of these days. Every effort will be made to deliver tents and equipment in accordance with client's wishes as regards to date and time; however, during periods of peak activity this is not always possible. If a day has been scheduled and renter cannot take the delivery, renter will have to take delivery at the next available day or time at Top Hat Party Design's discretion. For a specific timed delivery and/or removal add \$400.00 during business hours, or a minimum of \$500.00 additional for 6pm – 7am.

**KNOW WHATS BELOW:** Renter understands that stakes are required to hold tents in placer and must be driven into the ground appropriately around the perimeter of the tent. Renter shall advise installation personnel of any underground wires, pipes, lines, utilities, septic tanks and other known obstacles prior to installation. If renter lacks detailed information on such utilities, renter shall contact Miss Utility at 1-800-257-7777 at least 1 week prior to tent installation to ensure proper marking of utility lines. Renter assumes complete responsibility for any damage done by Top Hat Party Design in the course of normal tent installation should underground lines, utilities, etc. not be properly marked or indicated to personnel in advance of tent installation. Renter shall also hold harmless Top Hat Party Design for any individuals or vehicles running into, tripping over, driving over or otherwise causing injury to themselves, others or property on tent stakes, ropes, wires or other parts of tent/tents.

**WEATHER CONDITIONS:** Top Hat Party Design is not required to install or erect tents when, in the opinion of Top Hat Party Design, weather conditions create an unreasonable risk of harm to Top Hat Party's employees or property.

1. The renter understands and acknowledges that tents are temporary, lightweight structures and as such can become dangerous in the event of heavy rains, winds, snow, storms, lightening, tornadoes, hail, hurricanes and other difficult natural conditions that arise from time to time. Tents are not intended to be used as shelter from severe weather. The renter accepts these risks and agrees to hold Top Hat Party Design harmless from any loss, injury or harm to persons or property while using said tent or tents. Further, renter understands the need to personally evacuate and order the evacuation of said tent or tents in the event of dangerous weather or other difficult natural conditions. Top Hat Party Design shall not be liable in the event that any tent or tents should fall by reason of an act of God provided all reasonable precaution is exercised to prevent such occurrence.
2. No cooking or open flame is allowed under tents (candles on tables are allowed). Even though our tents are made with fire retardant material the smoke due to open flames or cooking leaves a black greasy residue on the underside of the tent. The fee will be a charge equal to the replacement of the tent top. We do offer a cook tent for cooking purposes only.
3. Before scheduled tent pick up all tent decoration, banners, balloons, etc. need to be removed from tent structure or an extra charge will be charged. You can not put holes in the canvas to hang décor or signs or you will be charged for damage to the top.
4. **Flooring: In rainy conditions, tents and sidewalls do not prevent ground water from flowing or pooling beneath the tent. Water run-off can be very severe depending on the site and drainage conditions. Elevated flooring is always recommended to preclude muddy, wet or unusable surface conditions beneath events tents. In situations where flooring is not contracted, the renter assumes all risk associated with these conditions and no refunds or discounts will be provided for unusable tents.**
5. It is the responsibility of the renter to secure all necessary permits, licenses, etc. for the erection and installation of the aforementioned tents, lights and dance floors, if they are required.
6. Tent renter shall have a predetermined place for the tent to be erected and a designated person on sight who will know the renters desired placement. If a person will not be available, marking the tent placement area will suffice. After the tent is laid out and ready to erect, it will not be moved.
7. Contracted price includes set up of tent, staging and dance floor. These items are not to be moved by anyone other than Top Hat personnel. Damages incurred to items, persons or property by moving these items will be assessed and charged to renter. Contracted price does not include set up or take down of tables and chairs (unless paid for in advance as option). If tables and

chairs are left up and have not been paid for as option, then a \$1.50 per table and \$1.00 per chair fee will be charge for the unscheduled time of our pick-up crew. Tables and chairs should be folded and stacked neatly ready for pick up in a single location protected from weather in area where they were delivered.

8. All rental charges are for time out, whether used or not. A shortage must be reported prior to the delivery personal leaving or the invoice quantities will be considered received.
9. By acceptance of this agreement, Renter agrees to assume all responsibility for damages to the tent or tents by reason of vandalism, negligence or theft or any and all similar causes during the entire time of the tent rental including scheduled installation and removal as indicated on front of contract. Renter is responsible for all breakage and lost equipment including containers, rolling carts and chair pallets. These items should be secured and protected from harmful weather conditions.
10. Top Hat Party Design assumes no responsibility for damage or repairs to tent site including asphalt, lawns, shrubbery, etc. caused by tent stakes or poles or other necessary equipment used.
11. Insurance, if desired by renter, must be obtained by him at his expenses. Top Hat Party Design assumes no risk; and by acceptance of this agreement, the renter expressly releases Top Hat Party Design of and from any and all liability for any damages injury or loss to any person or goods which may arise from the rental and occupation of said tent or tents by renter and agrees to hold Top Hat Party Design harmless of any and all loss to damage by reason thereof. Top Hat Party Design is hereby released and discharged from any and all liability from any loss, injury or damage to persons or property that may be sustained while in said tent or tents or at tent site.
12. The conditions, rules and regulations printed herein are made a part hereof and incorporated herein and the renter agrees to be bound by each and every one of them and Top Hat Party Design shall have full power in the matter of interpretation, amendment and enforcement of all said conditions, rules and regulations.

**LINEN RENTALS:** Linens should be shaken out and **NOT** put into plastic bags while wet. Putting linens in trash bags will lead to mildew or chance of being thrown out by unknowing helpers.

Linens should be left in a loose pile ready for our driver to pick up in an area near other items being picked up.

The full price of a missing linen will be charged, if lost linen is not returned after 1 week.

There is no refund for unused linens.

Canceling or lowering linen counts must be done 7 business days before the event or the original linen order will be charged.

**STORE PICK UP:** Receipt and inspection of equipment. Renter acknowledges that they have inspected the rental items prior to taking possession thereof, finds it in good working order and repair and suitable for Renter's needs. Renter is familiar with the proper operation and use of each item. Renter has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Renter's towing vehicle.

Renter is responsible for loading and securing Equipment. Renter shall be liable for all damages to or loss of Equipment, including any damage during transit. In the case of loss or destruction of any equipment, or inability or failure to return same to Top Hat Party Design for any reason whatsoever, Renter will pay Top Hat Party Design the full replacement list value together with the full rental rate as specified.

Renter shall come in an appropriate vehicle to pick up rentals. The vehicle shall be free of dirt, grease or any such materials that may harm our Equipment. Top Hat Party Design will not allow rental items to be placed in a vehicle that Top Hat Party Design deems inappropriate for the transport of items.

At the expiration of the contract Renter will return the Equipment to the store location during Top Hat Party Design's regular business hours, such Equipment is to be in the condition and repair as when delivered to Renter.