Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 09/13/17

A+ PARTY RENTAL
"BE A PARTY ANIMAL"

10 Washington Ave. Scarborough, ME 04074
Tel: 207-883-4472

ORDER CONFIRMATION: #24065-1

DAY: Saturday DATE: 09/16/2017
TIME: 1 DAY RENTAL
DEL: FRI 09/15/2017
P/U: SUN 09/17/2017 AFTER 1:00 PM

SP: MT ORD DT: 08/16/2017
PO #:

Ashton Hunter-Sildve (207) 662-2739

B I L L
MAINE CHILDREN'S CANCER PROGRAM WALK
22 BRAMHALL STREET

PORTLAND ME 04101
TEL: (207) 662-6274 FAX:

(207) 662-6274

S H I P
PAYSON PARK
GRASSY TRIANGLE
PORTLAND MAINE ME 04101
ADJCT TO BXTR BLVD

Weekend events are delivered on Tuesday, Wednesday, Thursday or Friday. No specific times are promised.

QTY	ITEM DESCRIPTION	PRICE	TOTAL
2	20X20 WHITE FRAME TENT ONE PIECE W/ 1 CLEAR & 2 WHITE WALLS	495.00	990.00
40	BLACK FOLDING SAMSONITE CHAIR	1.00	40.00
20	6' BANQUET TABLE	7.50	150.00

SPECIAL INSTRUCTIONS:

SUB TOTAL:	1,180.00
SALES TAX:	0.00
DELIVERY:	75.00
LABOR:	0.00
TOTAL:	1,255.00

Customer Acceptance Signature

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1. Physical condition of Rental Item(s)

You acknowledge that prior to taking the rented item(s) you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to Dealer in the same condition, except for ordinary wear and tear.

2. Use of Item(s)

You agree that you are satisfied with the instruction given by Dealer in the proper and safe manner of using the item(s) or that you are so familiar and told Dealer that you were. You further agree that the item(s) will be used at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited.

3. Responsibility for Use

You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Dealer harmless from, and hereby release Dealer from, any and all claims for damage to property or bodily injury (including death) resulting from use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from Dealer's negligence, from the defective condition of the item(s) or from any cause. You agree that no warranties, expressed or implied, have been made in con- nection with this rental.

4. Responsibility for Equipment

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a *cleaning charge* will be imposed.

5. Item(s) Failure

You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Deal- er of the facts. Dealer agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. The provision does not relieve you from the obligations imposed by other Paragraphs, including 4 and 6. In all events, Dealer shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

6. Return of Items(s)

The rented item(s) is Dealer's property and is rented to you subject to this contract for rental charges and for the period of time noted on the front. If you desire to extend the term of this rental beyond the time and date specified on the front under "Due In," you must immediately notify Dealer to obtain approval, the terms for such extension and a modification of this contract (see paragraph 9). If this agreement has not been extended and you fail to return the item(s) when due in; Dealer, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so Dealer or its representative may enter your property and you hereby waive any right of action against Dealer for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of rented item(s) are prohibited, and that such ac- tion may constitute a crime, Dealer, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. Charges and Payments

Time is money. You are responsible for rental charges from the time the item(s) is "Rented Out" as specified on the front until it is "Returned" and other charges hereunder. Return the item(s) promptly and in good condition.

You and your representative, agent, or principal shall be responsible for and shall pay Dealer all charges hereunder. All charges are due upon return of the item(s) and on demand. If the rental charges are charged to someone other than the Renter, the Renter represents he is the agent of such party and has the right to charge this rental, the Renter nevertheless will remain liable for the charges and for others obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, Dealer at its discretion may recalculate all changes on a daily rental rate basis.

8. Collection Costs

You agree to pay attorney's fees, collection fees, court costs and any other expenses incurred in collecting and charges under this agreement, in retaking the rented item(s) or other- wise in enforcing the terms of this contract.

9. Modification of Contract

This paper represents our entire contract, and there are no collateral, oral or other agree- ments outstanding. None of Dealer's rights may be changed and no extension of the term of this contract may be made except in writing signed by Dealer and made a part of this contract.

10. Deliveries

Deliveries are made to loading docks, garages, decks or ground floors. Arrangements must be made in advance to deliver to other areas. Deliveries in excess of 150 yards from truck or to any floor other than ground floor may result in doubling the transportation fee. A Plus Party Rental shall endeavor to minimize damage to customer's premises generally, however the cus- tomer assumes the risk and releases A Plus Party Rental of any and all damage to the premises occasioned by the performance of the delivery. A Plus Party Rental will assume our trucks can go on your driveway, or anywhere else on your property unless told in advance they cannot.

11. Party Rider

PAYMENT POLICY: A 25% booking fee is required for all reservations. All contracts must be PAID IN FULL fourteen (14) days prior to your event. No payments will be accepted the day of the installation. Booking fees are not refundable. Once a Booking fee is submitted, no tents will be removed from the contract.

INSTALLATION / BREAKDOWN: Clients are renting the equipment for the date of their event. We will install at least one day prior to the event with some exceptions (state parks, etc.) We do start some tent breakdowns the day of an event including many Sundays. Please have our equipment ready for our crews A Plus Party Rental is excused from the performance of this agreement if such non-performance is caused in while or in part by the elements, dis- turbance of nature, fire, theft or vandalism. A Plus Party Rental is not required to install the leased property when in the sole opinion of A Plus Party Rental weather conditions create an unreasonable risk of harm to A Plus Party Rental employees or its property. Customers shall provide sufficient unobstructed clean space surface for delivery, dismantlement and leased property together with adequate access thereto and shall designate the site canopy, marquee, platform and public address system prior to or immediately upon Rental employees' arrival for installation. A Plus Party Rental shall be paid waiting ti of $25.00 per man for each hour and fraction thereof the A Plus Party Rental delayed in the performance of their work because of the failure of the Customer to provisions of this paragraph. **WE DO NOT TAKE TENTS DOWN WHEN WET.** If you require tent to be taken down when wet, there will be an additional charge of 25 cents ($.25) per square foot.

WEATHER CONDITIONS: Conditions exist (excessive winds, hail, snow, etc.) Where tents are considered unsafe or too risky to inhabit or install. If tent is already installed and it is sub- sequently determined unsafe due to excessive weather conditions this will be considered an "Act of God". In this case the client will be responsible for the bill in full. A Plus Party Rental or its agent as its sole discretion will protect its staff and equipment as it sees reasonable. If weather conditions make it unsafe to install the tent the client will be responsible for fifty percent of the tent rental and on hundred percent of the equipment rental.

CREDIT CARD REQUIRED: A Plus Party Rental requires a credit card on file for additional charges as necessary. You agree that this credit card will be charged to cover lost or dam- aged items, as well as for cleaning charges and late fees.

PERMITS: All fire, building and electrical permits are the responsibility of the client. A Plus Party Rental will provide all manufacturers flame retardancy certifications upon request. Please do not leave your permits to the last minute. A Plus Party Rental certifies that its em- ployees are insured under the appropriate Workman's Compensation Ace and that evidence of such coverage shall be delivered to the Customer upon request.

LOCATION: Our pricing is for normal installation. Special set-ups (on tar, decks, etc.) are on a quote basis. The Customer must mark the placement of the tent before the installation crew arrives. Six feet beyond the borders and twenty foot height clearance are standard. If because of ledge, rock, shale or other sub-surface conditions special anchors are required for guying the tents, canopies and marquees, the Customer shall pay the additional labor and equipment costs incurred by A Plus Party Rental to stake and guy the same. Customer shall mark the location of underground facilities in and around the installation site which could in any way be affected by the delivery, installation, dismantlement or removal of the leased property.

A Plus Party Rental endeavor to minimize damage to Customer's premises generally. How- ever, the customer assumes the risk and releases A Plus Party Rental of any and all damage to the premises occasioned by performance of this agreement.

CANCELLATIONS and REFUNDS: NO refunds are given with less than 30 days to the func- tion date. With over 30 days the customer will sacrifice 50% of the total contract as a non- refundable booking fee. With under 30 days, reductions in the total number of tables, chairs, linens and dishware, etc. is restricted to 10% of their individual line item total. No tents can be removed from the contract once booked. At 14 days the contract is considered final and no reductions are permitted.

TABLES / CHAIRS: Tables and chairs can be ordered either delivered or installed. Our pricing is based on a ground level delivery. If our crews must break down chairs or tables, climb stairs or use elevators we will assume you have hired us to do such and will be charged according to the current price schedule.

INSURANCE: All equipment is the responsibility of the renter from the time it is delivered to when it is picked up by A Plus Party Rental. We cannot be at all sites 8 AM Monday morning. Please safeguard the equipment until pickup is complete. **All installations on public prop- erty must provide proof of insurance binder prior to installation. This must be done at least one week prior to your function.**

USAGE: A Plus Party Rental warrants and represents that all tents, canopies, and marquees have been treated for water repellency but does not guarantee that the same are water proof. Customer shall not permit cooking in, under or immediately adjacent to any tent, canopy or marquee which A Plus Party Rental has designated under "special conditions as available for cooking use".

Customer shall remove all non-leased personal property in, on or within the leased property prior to the end of the leased term. Such personal property as is not removed as required herein may be removed from the leased property by A Plus Party Rental without notice and placed anywhere on the installation site as is convenient for A Plus Party Rental and A Plus Party Rental shall be without obligation to provide protection for the same. Customer shall pay A Plus Party Rental for such removal at the rate of $25.00 per man for each hour and portion thereof.

All leased chairs, tables, platforms and public address systems shall be protected from the elements and must be returned to A Plus Party Rental in the same condition as delivered, reasonable wear is expected. Customer shall pay the replacement charge for each chair and table which is not returned for pick up and for each chair and table which is returned damaged. Customer shall prior to the time scheduled, for pick up have all chairs and tables stacked in one place for pick up by A Plus Party Rental. In the event that Customer fails to do so, Customer shall pay A Plus Party Rental at the rate of $25.00 per hour per man to perform Customer's obligation under this paragraph.

DISHWARE and GRILLS: All china, glassware and silverware is to be rinsed clear of any food and repackaged in the same container as delivered. You will be charged $25 per man hour to repack dishes or to clean dishes considered not rinsed clear. Grills must be clean upon completion of use. DO NOT PUT WATER ON HOT CHARCOAL GRILL. THIS RUINS THE GRILL AND YOU WILL BE RESPONSIBLE FOR A $1,500 REPLACEMENT COST. A Minimum charge of $50 is assessed to clean unrinsed dishes and dirty grills.

Print Name Tara Studley

Signature _____ Date 8/16/17