



110 Wood Corner Road  
 Lititz, PA 17543  
 TentsForRent.net  
 800-888-3687 Phone  
 717-738-1998 Fax



**Status: Quote**

Quote #: q6903

Event Beg: Sat 8/ 6/2016 12:00AM

Event End: Sat 8/ 6/2016 12:00AM

Operator: Daryl Sensenig

Terms: COD

Customer #: 18901

**Burlington Meeting House**  
 340 High St  
 BURLINGTON, NJ 08016

609-213-4710 Phone

Ordered By: Derrick Owings - 609 213-4710

Salesman: Daryl Sensenig Phone: 717-733-9700 E-Mail: daryl@tentsforrent.net

**Delivery and Pickup**

Delivery: Fri 8/ 5/2016

Contact: Derrick Owings

Pickup Date: Mon 8/ 8/2016

Phone: 609-213-4710

Location: Burlington Meeting House

Used at Address: 340 High St ; BURLINGTON, NJ 08016

Qty	Items Rented	Each	Disc%	Price
1	40' x 80' White Frame Tent 180 guests (210 without dance floor)	\$3,250.00		\$3,250.00
8	8' x 20' White Kedered Sidewall	\$22.00		\$176.00
4	8' x 15' White Kedered Sidewall	\$17.00		\$68.00
2	8' x 10' White Kedered Sidewall	\$12.00		\$24.00
1	40' x 60' White Tent 140 guests (160 without dance floor)	\$1,100.00		\$1,100.00
6	8' x 30' White Sidewall	\$0.00		\$0.00
1	8' x 20' White Sidewall	\$0.00		\$0.00
1	30' x 75' White Tent 130 guests (150 without dance floor)	\$1,005.00		\$1,005.00
7	8' x 30' White Sidewall	\$0.00		\$0.00
1	30' x 60' White Tent 100 guests (120 without dance floor)	\$805.00		\$805.00
6	7' x 30' White Sidewall	\$0.00		\$0.00
1	30' x 50' White Tent 80 guests (100 without dance floor)	\$625.00		\$625.00
4	7' x 30' White Sidewall	\$0.00		\$0.00
2	7' x 20' White Sidewall	\$0.00		\$0.00
1	30' x 40' White Tent 70 guests (80 without dance floor)	\$540.00		\$540.00
4	7' x 30' White Sidewall	\$0.00		\$0.00
1	7' x 20' White Sidewall	\$0.00		\$0.00
2	15' x 15' White Century Frame Tent Add on tent	\$295.00		\$590.00
6	8' x 15' White Kedered Sidewall	\$33.00		\$198.00
1	15' Kedered Rain Gutter	\$0.00		\$0.00
1	60" Round Tables	\$9.10		\$9.10
1	8' Banquet Tables	\$8.45		\$8.45
1	Linens 90" Round White	\$9.10		\$9.10
1	Linens 90x156 White Floor-Length for Rectangle Tables	\$18.00		\$18.00
1	Gold Chiavari Ballroom Chairs	\$7.95		\$7.95
1	White Padded, Folding Garden Chairs	\$3.40		\$3.40
1	White Folding Chairs	\$2.30		\$2.30
1	Brown Folding Chairs	\$1.20		\$1.20
1	One Call	\$0.00		\$0.00
	Locators will arrive several days before setup to check for underground utilities Tent location must be marked with white paint or flags.			
1	Delivery and Pick Up 08016	\$490.00		\$490.00

As used herein, "Page 1" refers to the first page and "face" of this Contract; "Rented Item(s)" means the items rented to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section (7)), "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TFR," "Lessor," "we," "us" and "our" mean Tents for Rent, LLC.

TFR agrees to rent the Rented Item(s) to you, and you agree to rent the Rented Item(s) from TFR for the period(s) specified on Page 1 (the "Term") on the terms set forth herein. You agree to pay TFR the rental rate(s) specified on Page 1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until the Rented Item(s) is/are returned to and accepted by TFR. Rental rates are for normal use of the Rented Item(s) on a single-Term basis of up to 3 days.

We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Additional charges will apply for overuse, misuse and scheduling overruns (including waiting time). No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree to pay TFR: (a) a non-refundable 25% Deposit upon reservation; (b) the remainder of the Estimated Rent and any other amounts specified on Page 1 (together with the Deposit, the "Prepayment") upon delivery of the Rented Item(s) to the delivery location specified on Page 1 (the "Site"); and (c) any additional amounts coming due hereunder upon demand by TFR. You agree that: (i) TFR may deduct any amount you owe us on any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TFR; and (iv) Prepayments are non-refundable in all events unless otherwise separately agreed by TFR in its sole discretion.

If you notify us in writing of your election to cancel your rental: (a) not later than 9:00 a.m. local time on the day immediately preceding your scheduled delivery date (the "Cancellation Deadline"), you will not be responsible for payment of the remainder of the Estimated Rent (beyond the Deposit); or (b) after the Cancellation Deadline, but prior to our delivery of the Rented Items to the Site, you will be responsible for (and you agree to pay TFR immediately) 50% of the outstanding Estimated Rent (after application of the Deposit). **In all other events, you will be responsible for, and hereby agree to make prompt payment to TFR of, 100% of the Estimated Rent and all other amounts due and coming due hereunder.**

Unless otherwise specifically agreed by TFR as provided on Page 1: (a) charges for delivery, setup, takedown and retrieval of certain Rented Item(s) are included in the Rent (you will, however, remain responsible for setup and takedown of tables, chairs and linens); and (b) you agree to: (i) be present (or ensure your representative is present) at the Site at the agreed time(s); (ii) ensure all representatives of TFR have adequate access to the Site; (iii) give any required notice(s) to governmental authorities; and (iv) obtain all necessary licenses, authorizations and approvals prior to commencement of your rental. TFR will not be responsible for any delay(s) caused by other parties, including any providers of other equipment, products or services related to your planned use of the Rented Item(s) ("Other Providers") for which you agree to indemnify, defend and hold harmless TFR. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of TFR's representatives regarding the same (including without limitation, the status, location(s), condition and quantities of all Rented Item(s) delivered and/or retrieved). If union labor is required with respect to your event, you agree to: (A) be solely responsible (to the exclusion of TFR) for compliance with all laws, rules and regulations applicable thereto (including without limitation, engaging and paying for all union employees or contractors), and (B) indemnify, defend and hold harmless TFR for all liabilities, costs and expenses arising therefrom or associated therewith.

**AT ALL TIMES during the Term, you will ensure that:** (a) each Rented Item is used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the address set forth on Page 1 (the "Site"); and (iv) otherwise in full compliance with the "Instructions" identified in Section (7) below, as well as all applicable laws, rules, regulations and ordinances; and (b) ANY AND ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY AN ADULT. You will not, nor will you permit anyone else to abuse, misuse, overuse, remove from the Site, conceal, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without TFR's prior consent (granted, conditioned or denied in the sole discretion of TFR). You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will ensure that, upon return to, or retrieval by, TFR of the Rented Item(s), all such Rented Items are complete, undamaged, clean and otherwise in good order, condition and repair. If you fail to do so, you will pay to TFR: (A) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (B) all costs and expenses (both direct and indirect) TFR may incur in (i) cleaning and/or repairing such Rented Item(s), or at our option, (ii) replacing it/them. **For the avoidance of doubt, except only as provided in Section (13) hereof, you will remain liable for all loss, theft, damage to or destruction of the Rented Item(s) until its/their return to and acceptance by TFR.**

Upon your execution of this Contract (or upon subsequent delivery of the Rented Items, unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of the Rented Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by TFR; and (b) you: (i) have received, carefully read and understood the training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including all training required under applicable Fire Codes, EPA, OSHA, ANSI and NFPA Standards, if any) regarding the proper and safe transportation, installation, use, maintenance and storage of the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for its intended purpose, in a reasonable and safe manner; (v) will advise the appropriate Utilities Protection Service, mark all underground utilities and cables (call 811 or 800-242-1776, or go to www.paonecall.org, for details), and obtain all necessary licenses, authorizations, permits and approvals at least 3 days prior to your scheduled delivery/installation date; (vi) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item (vii) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (viii) will create and adhere to a valid and effective Evacuation Plan for any and all tents you rent from TFR; and (ix) will cause all others to comply with this Section. In the event of a Malfunction, you will immediately notify us, and provided such Malfunction did not result from your wrongful or negligent act or omission, we will (at our option): (a) repair the subject Rented Item; (b) provide you with a replacement or comparable item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. TFR will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims arising therefrom or associated therewith, including incidental and consequential damages.

**WARNING: TENTS ARE TEMPORARY STRUCTURES AND MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY IN SEVERE WEATHER.** You agree to: (a) maintain and post a proper Evacuation Plan for all rented tents, (b) if severe weather occurs or threatens, (i) discontinue use of and EVACUATE such tents; (ii) notify TFR of the same as soon as possible; (iii) take all appropriate steps to: (A) ensure the safety of all event attendees and their property, and (B) protect all Rented Items; and (iv) permit TFR, at its option, to postpone delivery and/or installation of, or dismantle and store or retrieve any Rented Item(s), without obligating TFR to do so.

Except with respect to Rented Items which TFR rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), TFR alone owns and will retain title to all Rented Items. Your only right with respect to the Rented Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item. You may not transfer, sublease or assign any Rented Item or this Contract without the prior written consent of TFR, and if applicable, the applicable Owner(s) of any re-rented item(s).

You will purchase and maintain all insurance we reasonably deem necessary. All such policies shall: (i) name TFR as an additional insured and loss payee on a closed clause basis; (ii) waive subrogation against TFR; and (iii) be primary (TFR's insurance will be secondary).

**WAIVER/INDEMNITY:** TFR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER TFR NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY RENTED ITEM(S) OR SERVICE(S) PROVIDED HEREUNDER, NOR DOES TFR OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY TFR OR ANY OWNER CONSTITUTE REPRESENTATIONS OR WARRANTIES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE RENTED ITEM(S), INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH RENTED ITEM(S), WHETHER OR NOT YOUR FAULT; AND (B) RELEASE AND DISCHARGE TFR AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TFR AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH RENTED ITEM(S) AND/OR SERVICES. You waive all rights and remedies available under the Uniform Commercial Code, as well as all claims against TFR for incidental, consequential, special, exemplary and punitive damages.**

You hereby grant TFR a perpetual, paid-up, royalty-free license to edit, copy, display and distribute copies of all audio and visual representations which include any Rented Item(s).

If TFR has offered, and you have purchased, the OPTIONAL Damage Waiver (identified on Page 1, if available) for an additional charge equal to 10% of the Rent, we will waive 90% of our costs to repair or replace covered Rented Item(s) damaged or destroyed during the Term, provided however, that you will remain 100% liable for loss, damage or destruction directly or indirectly resulting from: (a) your breach of this Contract; (b) failure to return any Rented Item(s); (c) intentional damage; (d) gross negligence, (e) employee/contractor dishonesty; and/or (f) use of Rented Item(s) in violation of any law or insurance policy. Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights). You agree to assign to TFR all of your rights thereunder and to assist TFR in recovering from your insurer for all covered damages.

**DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TFR; (c) become insolvent; or (d) die or cease conducting business; you will be in default, whereupon, TFR may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of default, trespass or other transgression; (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term); (vii) appear in any court of competent jurisdiction and confess judgment on your behalf, and/or (viii) pursue any other rights and/or remedies available hereunder, at law or in equity.

This Contract, and any Addenda signed or provided by TFR, represent the entire agreement between you and TFR, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and effective. Time is of the essence hereof. TFR may, without notice or liability to you inspect any Rented Item(s) at any time. *Pristinum tabulae scribere abs etio*. If any performance required of TFR is rendered impractical by any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TFR's reasonable control), TFR will be excused from such performance. All amounts due hereunder but not timely paid will bear interest at the lesser of: (A) 24% per annum (2% per month), or (B) the highest rate permitted under law, until paid in full. You authorize TFR to submit all amounts coming due hereunder for payment on your debit or credit card. You agree to pay TFR the maximum lawful charge for any check you provide which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by TFR. TFR's maximum liability in connection with this Contract is limited to the Rent actually received by TFR from you hereunder. This Contract allocates to you certain liabilities arising in connection herewith, and that allocation is reflected in a reduced Rent. This Contract will apply to all Item(s) identified on Page 1, AND to all other items you obtain from TFR at any time (except only as otherwise agreed by TFR). You will pay: (a) TFR's reasonable attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including sales and use taxes), fines, fees, assessments and other charges related to the Rented Item(s). Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TFR may have. This Contract shall be interpreted under the laws of Pennsylvania, and proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the Federal and State Courts located in or nearest to, the County in which the TFR office from which you rented the Rented Item(s) is located, and you hereby consent and submit to such jurisdiction and venue. Electronic, photocopied or facsimiled signatures hereon will be deemed the equivalents of originals.

**WARNING: OBTAINING PROPERTY OR SERVICES BY DECEPTION, THREAT, FALSE TOKEN OR OTHER TRICK OR ARTIFICE, MAY BE DEEMED THEFT.**

LESEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE.