



75 Milner Avenue
Scarborough, Ontario M1S 3P6
Phone: (416) 288-1846 Fax: (416) 288-9648
www.gervaisrentals.com

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS/WARRANTY

ORDERING:

- A 25% non-refundable deposit is required to reserve all items. Items are not to be considered reserved until the deposit is received.
- An additional 25% non-refundable deposit is required on all tenting & tent accessories orders 180 days prior to delivery.
- **Tent Accessories includes & not limited to: Lights, Sidewalls, Pole drapes, Dancefloors, sub floors Heaters & tent weights (water barrels & cement weights)**
- **Tents & Tent Accessories booked after 180 days prior to delivery is subject 50% non-refundable deposit.**
- **All last-minute tents & Tent accessories booked 10 days prior to delivery are subject to 100% non-refundable payment.**
- All Orders must be paid in full 10 days prior to delivery.
- **All credit card charges above \$1,000.00 is subject to a 3% surcharge.**
- Rental of all items is based on a one-day use. Additional charges apply for multiple day usage.

BY SUBMITTING YOUR DEPOSIT, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS ABOVE AND BELOW

CANCELLATIONS ON ALL RENTAL ITEMS OTHER THEN TENTS & ACCESSORIES

- Cancellation of items: Once items are reserved; cancellations are subject to the following:
 - Items cancelled 90 days or more prior to delivery are subject to a 25% cancellation fee.
 - Items cancelled 11-89 days prior to delivery are subject to a 50% cancellation fee.
 - Items cancelled 10 days or less prior to delivery will be charged a full cost.

CHANGES

- Changes to your order: Once items are reserved; reductions are permitted and subject to the following:
 - Quantities cannot be reduced within 10 days prior to your delivery date (*balance due date*)
***Quantities can be increased at any point in time, subject to availability ***

DELIVERY:

- Standard delivery times are Monday - Friday 9:00am - 5:00pm and Saturdays 9:00am-3:00pm. Additional charges apply for deliveries / pick-ups outside of these hours.
- Deliveries / Pick Ups cannot be done at a specified time unless a prearranged "Dedicated Delivery / Pick Up" time has been agreed upon. Additional charges apply for "Dedicated Delivery / Pick Up" service.
- Additional charges apply in the event load in / load out access is difficult, excessive in distance, or time consuming.
- Additional charges apply in the event items are to be delivered to / picked up from non-ground level areas. Due to Health & Safety regulations, Gervais Party & Tent Rentals staff is not permitted to deliver/pick-up items by use of stairs
- Set Up / Dismantle is not included in the price of rental products, other than tents & tent accessories as described earlier.



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- Set up / Dismantle can be arranged at an additional cost.
- Customer is responsible to ensure they (or a representative) are on site to accept delivery of their order.
- Customer is responsible to ensure that Gervais Party & Tent Rentals Ltd. has access to deliver / pick up the equipment on the specified dates. If a return trip is required, additional charges WILL apply.
- Additional charges apply in the event items are not stacked/packed after their event, in a similar manner as they arrived in. This includes chairs, tables, linen.
- For residential deliveries, all items are to be delivered to / picked up from a garage or backyard /covered area, provided there is easy access. Gervais Party & Tent Rentals staff is not permitted to deliver / remove items from within the home.
- All items are to be returned to the same location where they were delivered to. Failure to do so will result in additional charges.
- Customer agrees to ensure that all items remain in a safe and protected area from the time they are delivered, until the time Gervais Party & Tent Rentals Ltd. staff arrives to pick up.

POLICIES / CUSTOMER AGREEMENTS:

- Customer is responsible for any damaged or missing items while in their possession, and will be charged full replacement cost. In the event items are damaged or missing upon arrival, it is the customer's responsibility to notify Gervais Party & Tent Rentals Ltd. immediately by speaking with a representative or leaving a message.
- All China and Cutlery are rented and packaged in multiples of 5. Glassware is rented by the dozen. It is the customer's responsibility to scrape plates, empty cups/glasses, and return all items into the containers in which they arrived in.
- Please ensure that you DO NOT double stack cups/glasses and over stack plates, in order to avoid breakage.
- PICK UP / RETURN ORDERS: Gervais is not responsible for any damage occurred in the loading and unloading of client's vehicles.

TENTING POLICIES / CUSTOMER AGREEMENTS:

- **Permits:** Unless other arrangements have been made in writing, the Customer agrees to obtain all necessary permits (municipal or otherwise) at their expense and deliver same to Gervais Party & Tent Rentals. Before the installation of the equipment.
- **Site:** The Customer agrees to clear the site upon which the equipment is to be installed of all structures and other impediments. Gervais Party & Tent Rentals shall not be responsible for damage to the ground or any paved portion of the site, nor for damage to trees, flowers or shrubs adjacent to the lands resulting from the installation of the equipment. If the terrain is not suitable to securely hold the type of stakes normally used to secure the tents, an additional charge will be made for special posts or other equipment as required.
- **Storm Conditions at the Time of Installation:** If, in the opinion of Gervais Party & Tent Rentals. The weather conditions at the date for installation of the tent are such that there is clear risk of damage to the equipment during installation procedure, the Customer shall elect between postponing the installation until the following day or cancelling this agreement subject to a payment of a cancellation charge of (1/2) the total price.
- **Underground Services:** Prior to the commencement of installation, the Customer shall clearly identify on the ground for Gervais Party & Tent Rentals. The location of all underground pipes, wires, or other utility equipment on the lands and in the event of default in this connection the Customer shall be responsible for all damage to the said utilities caused by the stakes or other equipment.



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- **Damage to the Equipment:** The Customer shall be liable to Gervais Party & Tent Rentals. For all damage, including but not limited to disappearance, soiling or staining of all or any part of the equipment. In the event of damage to the equipment due to any cause whatever, the Customer agrees to notify Gervais Party & Tent Rentals thereof within twelve (12) hours.
- **Acts of God:** Gervais Party & Tent Rentals shall not be liable to the Customer for any delays or non – completion of the contract caused by Acts of God, strikes, boycotts, civil insurrections or commotion or other conditions beyond Gervais Party & Tent Rentals control.
- **Accidents:** The Customer shall take all necessary precautions to prevent accidents occurring as a result of persons falling over or coming into contact with the tent. Including guy ropes, wires, stakes and other equipment used to support the tent, and in the event of any accident occurring in this regard, the Customer indemnifies Gervais Party & Tent Rentals against all claims, damages, fees and expenses in respect of such accidents.
- **Vandalism:** The Customer shall take all necessary precautions to prevent loss of or any damage to the equipment by vandalism, defacement, theft, arson or other unlawful behavior, and in the event of default in this connection, the Customer shall be responsible to make good on all such loss or damage.
- **Equipment Failure: :** If there is any failure in the equipment, whether in the form of total collapse or other damage, so that the equipment cannot be fully and safely used, and if the said failure is caused by winds exceeding 60 kilometers an hour or by lightning, hail, snow, sleet or freezing rain, Gervais Party & Tent Rentals shall not be liable for any loss or damage incurred by the Customer arising from such failure, or if any claim is made against Gervais Party & Tent Rentals by a third party for loss or damage arising from such failure, the Customer shall indemnify and save harmless Gervais Party & Tent Rentals from any such claim, and the Customer shall remain liable to Gervais Party & Tent Rentals for all rental charges pro-rated up to the time of such failure, and if the Customer wishes Gervais Party & Tent Rentals to re-install the tent for the balance of the rental term, Gervais Party & Tent Rentals shall do so provided the Customer pays for the cost of such additional installation work and provided Gervais Party & Tent Rentals has substitute equipment available if required.
- **Winter Conditions:** The Customer shall ensure that there is no snow or ice accumulation on the roof of the tent structure. Failure to do so will result in damage charges.
- **Fire:** Although Gervais Party & Tent Rentals uses only flame-resistant fabrics in its tent structures; it does not warrant that the equipment is fireproof or flame-resistant. The Customer shall take every precaution to prevent fire and in the event of any neglect in this regard, the Customer shall make good any damages suffered by Gervais Party & Tent Rentals.

*****NO OPEN FLAME OR CAMPFIRES ALLOWED WITHIN 100 FEET OF GERVAIS TENTS*****

BY SUBMITTING YOUR DEPOSIT, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS ABOVE

CUSTOMER NAME _____
(PRINTED)

Order Number: _____

SIGNED _____

DATE _____