

TERMS & CONDITIONS

Important Information

1. Quote is based on normal installation of the equipment by prescribed means. Installation of tents requires that they be staked into the ground or that we can drill into concrete or asphalt and install anchors. Permission to do so is the responsibility of the Renter and Beachview Event Rentals & Design assumes no liability for delays incurred if such permission is not obtained beforehand.
2. Quote is based on all work being performed during reasonable working hours. Should Lessee require that the work be performed outside of normal and reasonable working hours, overtime charges will apply.
3. Quote is based on reasonably level job site with direct truck access. Final pricing is pending a site visit by a Beachview Event Rentals & Design representative.
4. Quote is based on availability at the time we receive a deposit.
5. Quote is based on using non-union labor.
6. Quote is valid for thirty days from the date of issuance.
7. Renter is responsible for locating and marking all underground utilities or installations prior to installation of a tent. Lessee further assumes full responsibility for all damages caused to unmarked or incorrectly marked utilities or underground installations by the tent.
8. Beachview Event Rentals & Design will fill holes in asphalt by filling the hole with sand to within 4" of the surface and plugging the remainder of the hole with asphalt cold patch or by using an asphalt plug. Concrete anchor holes will be filled using Quikrete or can be capped with a plastic plug for future use depending upon customer's wishes. If staking is not possible, we may be able to secure the tent by other means, at an additional cost.
9. Please note that the county we are delivering to may require a permit to be pulled for installation and use of a tent. Further, that county may dictate that any tent that is to have electrical service of any kind (including generators) must have a separate electrical permit pulled and such work is to be performed by a licensed electrician. Beachview Event Rentals & Design assumes **no** liability for failure of Lessee obtaining same.
10. As stated elsewhere in the Terms & Conditions, Renter is responsible for any and **all** permissions, permits, inspections or other requirements as necessary by property owners or law. Beachview Event Rentals & Design will supply a fire retardant certificate for all tent products as necessary pursuant to obtaining tent, building or electrical permits. Beachview Event Rentals & Design assumes **no** liability for failure of Renter obtaining same.
11. Renter to provide adequate security for the protection of Beachview Event Rentals & Design equipment at all times from the beginning of installation to the completion and removal from event site.

Rental Contract Terms & Conditions

1. Rentals are payable in advance unless other terms have been established. Renter agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement. 50% deposit is required to reserve rental items. All deposits are non-refundable. Balance is due in full before delivery. Deposits that are received by Beachview Event Rentals & Design will be considered acceptance of terms and conditions.
2. The Renter will be liable for any equipment lost or stolen. Unless the renter accepts the damage waiver (as specified in paragraph 3) the renter shall also be responsible for all damages.
3. An optional 8% Damage Waiver will be applied to all items rented through Beachview Event Rentals & Design. Upon agreement and acceptance of the damage waiver, the Renter shall have no responsibility for physical damage to the equipment **except** for the circumstances listed below for which the renter shall be responsible:
 - A. Loss or damage due to theft or mysterious disappearance, shortage disclosed upon inventory at time of pick-up or damaged equipment left outdoors that suffers water damage due to rain, sprinkles or dew.
 - B. Use of equipment in violation of any of the terms of the rental agreement such as overloading or exceeding the rated capacity of equipment.
 - C. Loss or damage caused by infidelity of Renter, his employees or persons to whom the equipment is entrusted.
 - D. Renter further agrees that dealer shall be subrogated for any recovery rights that Renter may have for damage to the equipment rented hereunder, in the form of insurance protection for such damage. If Renter has insurance covering such loss or damage, Renter shall exercise all rights available to him under said insurance, take all action necessary to process said claim and Renter further agrees to assign said claim and pay any and all proceeds from such insurance to dealer. Upon request to dealer, Renter shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage. Dealer's waiver of claims against Renter as herein set forth is contingent upon Renter's prompt making of and submission to dealer of copy of police report.
4. All dishes, glasses, flatware, cooking equipment, etc., should be returned free of debris. If there is food left on these items, Beachview Event Rentals & Design will charge an additional cleaning fee totaling 50% of the rental fee for these items.
5. All cancellations or restrictions made to a contract within 72 hours of delivery or customer pick-up are subject to a restocking fee of 50%.
6. All items on delivery have been checked and counted – **please verify** – and will be again be checked and counted when returned. The customer is responsible for all shortages.
7. Any extension of rental period to a contract **must be made and paid for in advance**.
8. Equipment may be retrieved upon 24 hour notice if Renter is in default of payment or if equipment is being damaged in excess of ordinary wear and tear.
9. Inactive crew time will be assessed at \$15.00 per half-hour per man.
10. Beachview Event Rentals & Design assumes no responsibility for damage or injury sustained by the use of our merchandise or equipment while in your care.
11. We are as careful as possible, but due to the nature of our work, Beachview Event Rentals & Design is not responsible to damage to shrubs, trees, underground systems, etc.
12. Please be advised that staples, heavy-duty tape, candle wax and some stains may permanently damage linens. Renter returning damaged linens will be charged rental plus full replacement cost. Lost linens will also be charged rentals plus full replacement cost.
13. Unless otherwise specifically arranged, Renter is responsible for **any** and **all** permits, permissions or inspections required for installations or use of the tent. Beachview Event Rentals & Design will readily provide a fire retardant certificate upon request.
14. Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including cost of damage to property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with Section 812.155, Florida Statutes.