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RENTAL CONTRACT FOR TENTS, TABLES, AND/OR CHAIRS

Making Reservations

Quotes and proposals do not guarantee availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract and a 50% deposit. Payments can be made by cash, check or credit card. Final payment is due the day of installation. If required, charges will be billed to Client's credit card for any items missing or damaged. Renter hereby authorizes Merritt Auction & Tent Rentals to charge this credit card.

Account Receivable Clients

To guarantee your reservation, a signed "Rental Contract" is required. Full payment is due after event, upon receipt of final invoice. A valid credit card may be required to secure account.

Cancellations

(Non-Refundable 50% deposit) When you reserve a tent & any accessories, we immediately remove them from our inventory and schedule our crew. Therefore, any cancellation received within fourteen days of the installation date will be charged 50% of the total rental order.

Weather

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however, there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tents are erected. People must leave the tents and not seek shelter in tents during such conditions. It is best to evacuate when in doubt.

Indemnification & Defense

Client agrees that if any legal proceedings are brought against Merritt Auctions, Inc. to recover compensation for injuries to individuals or damages to personal property occurring in connection with the event or use of any equipment, Client will provide a defense for Merritt Auctions, Inc. and any of its employees named in such proceedings and will indemnify Merritt Auctions, Inc., its employees and agents for any judgment rendered against them.

Tent Installation

Installation of a tent must be done correctly for the protection of the users, the tent, and ultimately the success of your event. Therefore, Client agrees that any self installation of Merritt Auctions, Inc. equipment will only be done by knowledgeable and qualified persons experienced in installation and proper use of said equipment.

Preparation for Installation and Takedown

The first step our crews take installing a tent is to spread it flat on the ground where it is to go up. Please have the area completely clear of obstructions before we arrive at the job-site. In like manner, the tent must be totally empty before we can take it down. Fees will be applied if these policies are not met. The tent crew must be notified of any underground utilities or other obstructions including but not limited to water, electrical, natural gas, sewage lines, sprinkler systems, cable, telephone line and the like, nor will Merritt Auctions, Inc. or its employees be liable for any damage to the same. It is the responsibility of the Client to have Miss Dig (dial 811, at least 3 working days prior to installation) clearly mark the location of any underground utilities prior to equipment installation. Any damage resulting from Client's failure to have Miss Dig mark location of underground utilities will be the sole responsibility of the Client and Client indemnifies and holds harmless Merritt Auctions, Inc. and its employees from any resulting damage.

Permits

It is the responsibility of the Client to check with your Building Permit and Fire Departments prior to the installation date to confirm the requirement of permits or other compliances. Any requirements or compliances remain the responsibility of the Client.

Damages & Damage Waiver

Merritt Auctions, Inc. does its best to protect your property during the delivery, installation and removal process, however, Client agrees to release Merritt Auctions, Inc. and its employees of any liability for any damage to any property due to delivery, installation and removal of equipment on your property. This includes but is not limited to ruts in grass or asphalt, scratches or cracks on the installed surface, and high wind related damages. Client also understands that tents are temporary structures and may leak during heavy rain.

Authorized Signature

All collection fees, attorney fees, court costs, or any other expense involved in the collection of rental charges will be Client's responsibility. This agreement is a rental contract between Merritt Auctions, Inc. and the Client named below. By signing below, I affirm that I have read and agree to the above Terms and Conditions and acknowledge receipt of same.

Printed Name _____

Signature _____ **Date** _____