

## **Mountain View Tent Company**

A Colorado Corporation

11841 Racine Ct. Henderson, CO 80640 Phone 303-287-4101 Fax 303-287-4193 www.mountainviewtentcompany.com

## **Terms and Conditions**

- 1. <u>Deposit:</u> A \$100 or 10% deposit (whichever is greater) along with a signed copy of the invoice is required for reservation.
- 2. Payment: Invoice balance is due 5 days prior to the set date unless other arrangements have been made with management. Tents will not be set until payment terms have been met. Late charges in the amount of 1.5% per month with a minimum \$30 charge will be assessed on balances over 10 days late. Long term rentals will be billed in advance on a monthly basis in which case the first month's balance is due on or before the set date. The above mentioned late charges will be assessed on long term rental payments over 10 days late.
- **3.** Cancellation charges: Deposit is non-refundable within 30 days of the set date. If cancelled within two weeks prior to the set date, the cancellation fee is 50% of the total due. If cancelled within one week prior to the set date, the cancellation fee is 100% of the total due. In the case of a long term rental, the "total due" will equal everything up to and including the first month's charges.
- 4. Changes: Changes can be made up to one week prior to the set date and are subject to availability.
- 5. <u>Site maps:</u> Tent layout and location maps are due from the lessee no later than one week prior to the set date.
- **6.** <u>Underground lines:</u> The lessee is responsible for marking all private underground lines (e.g. sprinklers) prior to the set date. Mountain View Tent Company (MVTC) is not responsible for damage to unmarked private underground lines. MVTC is responsible for calling Dig Safely for marking underground utility lines
- 7. <u>Permits:</u> When applicable, the lessee is responsible for obtaining permits for their tent(s). Flame retardant certificates will be provided by MVTC upon request.
- 8. <u>Damages:</u> The lessee is responsible for damages to the tent and all other rented equipment from the time it is delivered and set up to the time it is taken down. This includes missing, broken, lost, stolen, and vandalized items. Weather related damage specific to the tent will not result in additional charges (with the exception of snow accumulation). In addition, the lessee is responsible for any and all damages to the contents of the tent. Cooking under or inside tents is prohibited. The use of tape and wire to hang signs and/or decorations is strongly discouraged. Damages that will result in charges include but are not limited to holes/tears in the fabric, tape residue, grease buildup, smoke damage, and paint on fabric/framework. Charges billed for damages will be due upon receipt.
- 9. <u>Indemnity and Hold Harmless:</u> The lessee hereby assumes all risks inherent and associated with the possession, use, operation, and storage of the rented items and agrees to indemnify, defend and hold harmless MVTC from, and release MVTC from, any and all liabilities, claims, damages, losses, costs and expenses for damage to property or bodily injury, or for the loss of time or inconvenience resulting from the possession, use, operation, or storage of the rented items, regardless of the cause, whether suffered or incurred by the lessee, your employees and/or third party(ies).
- **10.** <u>Compliance:</u> In the event of any default in compliance with the terms and conditions of MVTC, the lessee shall be liable for payment of all legal fees and costs of collection (including but not limited to charges of a collection agency) incurred as a result of such default.

Signature	Date	
_		
Printed Name		