

## Tent Information Sheet

### Must be signed and returned

**Site Preparation.** You agree to have the installation area cleared before the date and time the tent is to be installed and to have the contents of the tent cleared out before the date the tent is to be taken down. You agree to: clearly mark or lay out the exact location of the tent; be present or have a representative present at the time of tent erection. In order to install or take down a tent, we must have clear unobstructed space that is larger than the tent by a minimum of 10 feet on each side and each end of the tent.

**Necessary Permits.** Prior to the installation of the tent, you agree to obtain all necessary permits, licenses and other consents from the appropriate government agencies at your expense, and to furnish us with copies. We agree to send you a certificate of flame retardancy if needed to obtain a permit.

**Subsurface Conditions.** You agree to contact the appropriate authorities at least forty eight (48) hours before tent erection is to begin to clearly mark the existence of any underground utilities (e.g., phone lines, gas lines, cable lines, septic systems) or conditions that may interfere with our ability to stake and/or anchor tents. **Dial 811 or visit TX811.org/property-owner.** We are not responsible for any lines or conditions that may interfere with staking.

**Tent Staking.** You agree to provide a suitable surface for the erection of the tent. We assume no liability for holes, cracks, or other damage to concrete, asphalt, or any other surface on which a rented structure has been erected. We will fill holes with asphalt plugs at our standard additional charge per hole. We make no warranty that asphalt will be restored to its original condition.

**Use of Water Barrels as Anchors.** Industry experience has shown that the best way to erect a tent on asphalt or concrete is to secure the structure by driving stakes or using concrete anchors, and later filling and patching the holes after the event has concluded. In recent years, however, some customers have insisted that the rental firm use water barrels as anchors, instead of stakes, in order to avoid damaging asphalt or other hard surfaces. This practice is *not* recommended by the vast majority of rental firms. Tent manufacturers include detailed instructions on the proper method of staking their tents, and water barrels will seldom, if ever, meet the manufacturer's requirements. The rental firm's conscious departure from the manufacturer's instructions would expose it to liability for negligence or strict liability in tort in the event of an accident, even if the rental contract contains a disclaimer. Also, many insurance companies refuse to insure tents for personal injury or property damage resulting from this method of anchoring. Accordingly, water barrels are best avoided.

**Weather-Related Risks.** Evacuation of tents in high winds, heavy snows, or extreme lightning is recommended. You agree that in the event of a predicted or actual storm or excessive winds, we *may* dismantle any previously installed rented tents and related item to ensure the safety of all persons involved. You assume all weather-related risks involved in holding an outdoor, tented event.

**Damage Waiver.** By agreeing to pay damage waiver, we agree to waive our right to recover from you the amount of loss or damage to the tent and related equipment unless the items are abused, lost or stolen while in your possession. You must notify OSTE immediately in the event of damages by rain, hail, storm, tornado, high winds, fire caused by lightning or other disturbances of nature or Acts of God.

If damage waiver is declined, you agree to assume the risk of any and all damages, accidental or other, while the equipment is in your possession. You also agree to provide from your insurance company, a valid Certificate of Insurance naming One Stop Tents and Events as an additionally insured certificate holder before we deliver your order.

**Cancellations.** A deposit of 50% on tents and related equipment is required upon reservation. In the event of a cancellation, the client needs to provide a notice in writing to us. OSTE is committing time and resources to this event and cancellation will result in lost income and lost business opportunities in an amount hard to calculate. Therefore, the following limitations will apply. If client requests cancellation 14 or more days before an event, a refund of **HALF** of the deposit will be returned to the client. If cancellation occurs within the 14 day period before the event, 100% of the deposit is forfeited.

I have read and understand my obligations in renting a tent. \_\_\_\_\_  
Signature & Date

Proposal # \_\_\_\_\_