

## BIG TOP TERMS AND CONDITIONS (Updated May 16, 2018)

1. Big Top Party Rental (BTPR) shall deliver and install the leased property on or prior to the delivery dates specified for each item herein and shall perform services required herein in a good and workmanlike manner consistent with the practices of the industry.

2. Reservations: A 50% non-refundable down-payment is due at time of reservation on orders with more than 30 days before event. Full payment is due on all orders placed within 30 days of event and on all orders under \$300. So, if your order is less than \$300, you do have to pay in full at time of reservation. For orders received more than 30 days in advance and which are over \$300, payment in full is due prior to or at time of delivery.

3. Cancellations: All sales are final and non-refundable on orders placed within 21 days of event date. No refunds will be granted in the event of rain or inclement weather. Rental Contracts may not be terminated by the Customer within 21 days of event. If customer cancels 22 days or beyond they will be obligated to pay 50% of Rental Contract total and a \$25.00 processing fee will also apply.

4. Order Adjustments (Order Changes): Any quantity reductions and adjustments on rental equipment shall not be valid if not received prior to 21 days before event date by BTPR. Any order changes must be submitted to BTPR by email notice prior to BTPR commencing to install the leased property described in paragraph 1. Changes and order adjustments are subject to availability and our Terms and Conditions. We need 3 weeks' notice on all reasonable order adjustments (A 25% fluctuation is considered reasonable) regardless of when order is placed. A new rental contract will have to be issued and reviewed by both the Customer and BTPR.

5. Customer shall provide sufficient unobstructed clean space suitable for the delivery, installation, dismantlement, and removal of the leased property together with adequate vehicle access thereto and shall designate the site for each tent, canopy, marquee, platform, and public address system prior to or immediately upon BTPR employees' arrival for installation. BTPR shall be paid waiting time at the labor rate of \$29.00 per man per each hour and fraction thereof that BTPR employees are delayed in the performance of their work because of the failure of Customer to comply with the provisions of this paragraph. BTPR will not install any tent or equipment over dirt, new hydroseeding or new sod. Hydroseeding and Sod must be at least 6 months old.

6. If because of ledge, rock, shale, or other sub surface conditions, special anchors are required for securing tents, canopies, and marquees, the Customer shall pay the additional labor and equipment costs incurred by BTPR to stake and guy the same. Customer shall mark the location of underground utilities in and around the installation site, which could in any way be affected by the delivery. It is the Customer's responsibility to mark sprinkler lines and heads. BTPR is not responsible for breaking heads or lines. Fifty-five gallon water barrels can be used to stake frame tents if we are unable to stake. Customer is responsible for providing access to water, and hose that reaches installation site for purpose of filling water barrels. Customer must request water

barrels by email at least FIVE days prior to delivery. It is customer's responsibility to mark tent area and call Dig Safe (phone 888-344-7233) with at least 5 business day's notice before installation day. If customer request BTPR to call Dig Safe, we would need the request by email at least 5 business days in advance.

7. BTPR shall endeavor to minimize damage to Customer's lawn, plantings and premises generally. However, Customer assumes the risk and releases BTPR from any and all damages to the premises or for any personal injury occasioned by the performance of this agreement. We must be notified in advance of any driveway or road that has been paved or tarred within the last 2 years. Customer must put/mention this in contract or email before delivery occurs. We do not recommend allowing us to park truck or place any of our heavy equipment on recently paved, tarred, or painted surfaces.

8. BTPR, at its sole discretion, is excused from the performance of this agreement if such nonperformance is caused in whole or in part by the elements, disturbances of nature, fire, theft, vandalism or act or failure to act of any governmental authority.

9. BTPR is not required to install the leased property when in the sole opinion of BTPR weather conditions create an unreasonable risk of harm to BTPR employees or its property.

10. BTPR may substitute any tent, canopy, marquee or platform of equal or greater number of square feet at no additional charge to Customer.

11. BTPR warrants and represents that all tents, canopies, and marquees have been treated for water repellency, but does not guarantee that the same are waterproof.

12. Customer shall not permit any fire or cooking in, under, or immediately adjacent to any tent, canopy or marquee, which BTPR has not designated under "special conditions" as available for cooking use. Lessee shall be completely liable for repair or replacement, at lessor's discretion, for any equipment damaged by fire. Smoke from fire pits will damage tent.

13. Some towns and cities may require a permit. It is the customer's responsibility to check with the city or town's building inspector. The Customer must obtain licenses and permits as required for the installation, maintenance, and use of the leased property and shall furnish evidence of the same to BTPR immediately upon request.

14. Customer shall provide readily accessible electrical power outlets in sufficient capacity to safely operate all electrical facilities proposed herein, Customer may attach such electrical fixtures and wiring to the leased equipment if approved by BTPR and in conformance with all applicable laws and regulations governing the same. Electricity is needed for all jobs. It is the Customer's responsibility to provide a generator if needed. Electrical outlet must be within 50 feet of job area. It is recommended that each item we rent has its own dedicated 20 AMP circuit. Plugging more than one item into one outlet or circuit may cause it to not work properly or may damage our rental item.

15. Customer shall provide a competent watchman to prevent theft, vandalism, and other damage to the leased property from the time BTPR arrives to install the leased equipment until BTPR dismantles and removes the leased equipment. If rental items are not ready or customer does not have them accessible/ available to be picked up on pick up date, customer shall pay additional delivery charge and late rental fees for BTPR to come back to pick up rental items.

16. Customer shall remove all non-leased personal property in, or within the leased property prior to the end of the leased term. Such personal property that is not removed as required herein may be removed from the leased property by BTPR without notice and placed anywhere on the installation site as convenient for BTPR and BTPR shall be without obligation to provide protection for the same. Customer shall pay BTPR for such removal at the rate of \$25.00 per man for each hour and portion thereof.

17. This agreement may not be assigned by Customer without express written consent of BTPR nor may the Customer sublet, encumber, dispose, or remove the leased property from the aforementioned premises.

18. Damage to the leased property described on the reverse side which is caused by the elements and the cost to reinstall the same property if such reinstallation is made necessary by the elements shall be borne by BTPR unless Customer refuses to permit BTPR to lower or collapse any and all tents, canopies, and marquees and to take such other action as BTPR deems advisable in view of weather forecasts to protect the leased property. There will be an extra charge for all equipment that has to be taken down and reinstalled. The minimum charge will be 80% of the rental price.

19. Lessee assumes all risks for personal injury, death and property damage arising out of or incidental to the use or operation of the leased equipment and hereby indemnifies, defends, and saves BTPR, its agents, servants, employees, or subcontractors harmless from any and all claims, causes or actions and demands.

20. All leased equipment shall be protected from the elements and must be returned to BTPR in the same condition as delivered, reasonable wear and tear expected. \*Customer must leave all sprinkler systems shut off while BTPR's rental items are on Lessee's property. Water will damage items. Customer shall pay the replacement charge for all equipment that is not returned at pick-up time, and for all equipment that is returned damaged, which includes water damage when equipment is left in the rain, or under sprinkler system. Late fees will apply on all items not returned on time, or for items not available when we pickup. Rental period will be extended for all items not returned, returned late, or items not available on pick up. Items will be charged a one day rental fee for every day on extended rental. Customer approves BTPR to charge credit card for additional charges.

21. Lessee hereby warrants that it has had an opportunity to inspect the leased property, and that all property is in satisfactory condition with any exceptions in writing attached hereto.

22. Customer shall pay the contract price plus such additions thereto which may be agreed upon or chargeable pursuant to the terms and conditions hereof. If the balance due is not paid within the time specified herein or where not specified within 30 days of billing, and amount equal to 1.5% (18% annually) of the outstanding balance shall be added to the balance every 30 days thereafter until final payment is made by Customer. A service charge of \$25.00 will be applied to all returned checks. We accept cash, checks, money orders and credit cards. Mailing any cash through the mail is not allowed or ever encouraged.

23. If the Customer shall default in any payment hereunder or otherwise breach any of the terms or conditions hereof or if any execution or other writ or process of law shall be issued in any action issued against the Customer, whereby the said leased property may be taken or detained or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Customer, or Customer's property or if the Customer shall enter into any agreement or composition with creditors or if BTPR shall deem itself insecure BTPR may immediately take repossession of the leased equipment without any court order or other process of law and may enter upon any premises where the said leased equipment may be and remove the same with or without notice of its intentions to do so without liability to BTPR. Failure by BTPR to exercise any of its rights upon default shall not constitute a waiver of such default or a waiver of any of its remedies available under the law to BTPR. Customer does not acquire any right, title or interest of BTPR property.

24. Any modifications of this agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Customer and the charges therefore may be made orally by the parties.

25. This agreement constitutes the full agreement of these parties and any oral representations are null and void. This contract shall be governed by the law of the Commonwealth of Massachusetts. Should any clause herein be illegal or void, it shall have no effect on the rest of the agreement, which shall be in full force.

26. When renting a tent, BTPR needs at least 5 feet on each side for guying and staking. (For example, you would need 30' x 30' to install a 20' x 20' tent). It is the Customer's responsibility to make sure there is enough room. If there is not enough room, and a smaller replacement tent is available, the Customer is responsible for additional delivery charges, and for payment on the higher priced tent.

27. We cannot drill holes for staking into wood, concrete, metal, or rock, ONLY grass or asphalt. Customer must give notice 72 hours before installation date if we will be staking into asphalt; additional fees apply.

28. Once any tent or any rental equipment is installed by BTPR, it is not to be moved to another location or to be taken down by the Customer without written consent of BTPR.

29. BTPR will notify Customer the day before installation as to what time (3 hour window) BTPR will deliver. It is the Customer's responsibility to be present at that time. We do not assign

pickup times. If Customer is unable to be at delivery address on day of pick-up it is the Customer's responsibility to make sure BTPR has access to rented equipment on all pick-ups. If Customer is unable to be home or leave us access they must call our office to inform us or a second delivery charge will apply; a second rental charge for all items may also apply.

30. \*Lessee is responsible for providing hoses and water for the dunk tanks and water barrels. The Dunk Tank needs a flat 12x16 foot area to install. The Dunk Tank requires 500 gallons of water. Dunk Tank is 10x15 feet wide and must be wheeled to exact location where it will be set-up. Dunk Tank cannot be wheeled down or up steep hills, long distances (100 feet or more) or on stairs.

31. There will be an additional charge for all items not returned clean (excluding equipment listed below). If the item is not clean when delivered or leased, then both parties must make a note of it on the rental contract.

32. Dance Floors, Quebbie Music Systems, Sound Systems, Speakers, Frozen Beverage Machines, Karaoke Machines, Popcorn Machines, Spin Art, Coffee Makers, Cotton Candy Machines, Snow Cone Machines, Pretzel Warmers, Hot Dog Machines, and Casino Equipment must be used under a tent, protective covering, or indoors. Do not leave any items that require electricity outside overnight. Rain and Sun will damage these items. Washing these items with water will damage them. If Customer decides to set-up and use these items in an unprotected area, Customer is responsible for all damages. It is best you leave cleaning to BTPR. Instructions are included in all food machine rentals, and a manual is included with every Quebbie rental. It is the Customer's responsibility to read and be familiar with these instructions and manuals. Any damage to machines that are a result of Customer not reading instructions or manual will result in the Customer paying for all damages. Any questions can be answered by a BTPR employee at delivery, or by contacting the office, or emergency number (listed on the office answering machine).

33. \*If any problems develop with any of BTPR's rental items during rental, Customer must call BTPR as soon as possible at (978) 858-0250 and leave a message about the problem with a BTPR Customer service representative or on the answering machine describing the problem, then must page BTPR (pager number is given to Customer on delivery and is on the answering machine, website, and business cards). These steps must be followed so the problem can be attended to immediately. If not, refunds will not be granted to Customer. Customer must inspect all items on delivery. Customer must refuse to accept delivery and call our office immediately if any items are missing, broken, or in dissatisfactory condition on delivery. By accepting delivery Customer agrees to be satisfied with all equipment. Failure to do so will result in Customer being charged for any malfunctioning or damaged equipment when it is returned.

34. Unused, unopened product in satisfactory condition can be returned; 30% restock fee will apply (excludes pre-made cotton candy). No refunds on unused helium. State Law Prohibits resale of helium gas.

35. Casino equipment is to be used for amusement only.

36. Karaoke Machine and Quebbie Music systems are inspected by BTPR both prior to and following a rental. Inspections are done in the Customer's presence upon Customer request. A major credit card is required with all rentals. By signing this agreement the Customer acknowledges that they agree to these charges. Any damages to equipment must be reported to BTPR pursuant to term #31.

37. Banquet tables are not round. Fog machines may set off fire alarms; please check with local Fire Department before use. When renting chairs or tables, straps and four-wheel dollies can be left with Customer upon written or verbal request. Customer is responsible for any items lost. Dollies are \$80, straps are \$20. We need at least 10 days notice on all linen orders or adjustments. Water will ruin cornhole bags; there is a \$3 replacement fee per bag damaged.

38. Customer is responsible for all replacement costs associated with damaged, lost, stolen, or misused Dinnerware, Glassware, Flatware, & Serving Accessories. Cleaning policies and Replacement costs are listed on "Table Settings" page of our website. Customers may be given the option of a 10% Damage Waiver. Damage Waiver must be requested at time of original reservation. This is not insurance. Damage Waiver does not cover Equipment if lost, stolen, misused or abused, or your failure to care for the rented item as a prudent person would his/her own property. If you cannot produce damaged items, they will be considered lost. Customer approves BTPR to charge credit card for additional charges. Credit Card will be charged within 14 days of end of rental period.

39. Loading and Unloading Goods: For customer pick-ups customer is responsible for loading and unloading goods. We only allow goods to go in vehicles where goods would be enclosed in case of inclement weather. Cargo vans, box trucks and large SUV's are recommended. If BTPR's employees assist in loading and unloading goods, customer agrees to assume the risk and agrees BTPR shall not be liable for damages of any kind whatsoever.

40. A 50% non-refundable down-payment is due at time of reservation on orders with more than 30 days advance before event. Full payment is due on all orders placed within 30 days of event and on all orders under \$300. So, if your order is less than \$300, you do have to pay in full at time of reservation. For orders received more than 30 days in advance and which are over \$300, payment in full is due prior to or at time of delivery. We need 3 weeks' notice on all reasonable order adjustments (A 25% fluctuation is considered reasonable) regardless of when order is placed. If you need any further clarification regarding our cancellation policy, please contact us at 978-858-0250.

41. It is the customer's responsibility to stay with the installation crew from when they arrive to when they leave to ensure proper location placement of tent and/or equipment. If tent needs to be moved after set up, there will be an extra fee charged to customer. \$0.50 per square foot to move tent.

42. Sales tax policy: It is the customer's responsibility to tell us if they are tax-exempt. Sales tax cannot be refunded after the payment is processed. If customer is tax exempt the must turn in ST5 or ST4 form at time order.