

BIG TOP TERMS AND CONDITIONS (Updated March 2022)

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 delivery. All pricing on Estimates & Quotes are valid for 30 days after date received. Orders must reach a minimum of \$300 (before tax and delivery fees) in order to qualify for delivery. Delivery fees are additional.
3. Cancellations: All sales are final and non-refundable on orders placed within 30 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 30 days of event. If customer cancels 31 days or beyond they will be obligated to pay 50% of Rental Contract total and a cancellation processing fee will also apply. Orders under \$1,000 total will be subject to a \$50 cancellation processing fee. Orders with a total over \$1,000 will have a \$100 cancellation processing fee applied.
4. Order Adjustments (Order Changes): Any quantity reductions and adjustments on rental equipment shall not be valid if not received prior to 30 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 \$35.00 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, equipment, and delivery 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. It is the Customer's responsibility to mark septic tanks and systems. BTPR is not responsible for puncturing or damaging septic tanks or systems. Fifty-five gallon water barrels or concrete blocks can be used to secure 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 or concrete blocks by email at least FIVE days prior to delivery. Additional rental fees will apply. If a customer states that there is an accessible and working water spigot on site and it does not work when we arrive, we will have to switch to concrete blocks. Please check that the water spigot is in working order at least 5 days prior to installation/delivery. Customer will be responsible for the cost of renting both water barrels and concrete blocks if this switch is necessary. It is customer's responsibility to mark tent area and call Dig Safe (phone 888-344-7233) with at least 5 business days' 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. If BTPR crew are required to walk more than 100' from truck location to tent/equipment install or drop off location, additional fees will apply.
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, epidemic 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 permits. 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. If the town requires BTPR to apply for permits, a request must be submitted via email to BTPR at least one week prior to soonest projected installation date. Customer is still responsible for any permitting fees.

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. Customer is responsible for any damages incurred by improper electrical use.

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 \$35.00 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 in the previous terms 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. In this case, 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. In the event of snowfall, it is the responsibility of the customer to remove any snow accumulation more than 0.5 inch (or a coating) on tent top once installed. Snow should only be removed using a plastic snow roof rake. Do not use any sharp or metal objects to remove snow as it can easily cut the tent fabric. If proper snow removal tools are not used and result in damage to the tent, customer will be responsible for any resulting repair or replacement costs. Tents do not have a snow load rating.

20. 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.

21. 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.

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

23. 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, an 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. We cannot drill holes for staking or stake into wood, concrete, beach sand or sand, 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.

29. 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.

30. BTPR will notify Customer at least one day before installation as to what time (4 hour window) BTPR will deliver, we will do the same for removal. It is the Customer's responsibility to be present at that time. 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 prior to pick-up day or a second delivery charge will apply; a second rental charge for all items may also apply.

31. *Lessee is responsible for providing hoses and water for the dunk tanks and water barrels. The Dunk Tank requires 500 gallons of water. Please make sure water spigot is in working order 5-7 days prior to delivery. Dunk Tank is 10x15 feet and must be wheeled to exact location where it will be set-up. The Dunk Tank needs a flat 12x16 foot area to install. Dunk Tank cannot be wheeled down or up steep hills, long distances (100 feet or more) or on stairs. Four 11" yellow dimple balls are issued with every Dunk Tank rental. The replacement cost for balls not returned when we pick up is \$5.00 per ball. Only one person allowed in the dunk tank at a time. Weight limit is 250lbs. Dunk tank must be emptied at the end of use or whenever it is left unattended. Do not push the red target on the dunk tank with hands or body, this can damage the dunk tank and cause it not to work.

32. 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.

33. Dance Floors, Sound Systems, Speakers, Frozen Beverage Machines, Popcorn Machines, Spin Art, Coffee Makers, Cotton Candy Machines, Snow Cone Machines, Pretzel Warmers, and Hot Dog Machines 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. If Customer decides to set-up and use these items in an unprotected area, Customer is responsible for all damages. Washing these items with water will damage them. It is best you leave cleaning to BTPR. Instructions are included in all food machine rentals. 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 or replacement costs. 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 and on rental agreement).

34. Popcorn, Cotton Candy, Frozen Beverage, and Spin Art machines must be transported standing upright. Helium and propane tanks also need to remain upright. Cotton candy machines should be in their locked position for transport. Do not lay any of these items on their side for transport. They must be able to fit in your vehicle upright without being laid on their side. Laying these machines down will damage the machines. Helium tanks should never be transported open or with their regulators attached. It is recommended to inflate balloons 1-3 hours before you need them. Tank and balloons should always be kept in temps above 65 degrees. We cannot guarantee how many balloons a helium tank will fill, all numbers are approximate based on properly filled 9" latex balloons. Over inflating, under inflating, or type/brand of balloon used will affect the total number of balloons able to be inflated.

35. Shoes must be worn while using a rented dance floor from BTPR. Bare feet and socks are not permitted as the edging can be sharp and may cause injury/lacerations to the feet.

36. If any concerns or problems develop with any of BTPR's rental items during the rental, the Customer must call BTPR's 24/7 service number 978-505-0077 to inform us so we can address/fix any issues. If no one answers, we recommend leaving a detailed voicemail, then sending us a text message. This service number is on the answering machine, website, front side of the Rental Agreement/Contract, and is located on our business cards. These steps must be followed so the problem can be addressed immediately. If these steps are not followed, compensation or refunds will not be granted to the Customer. The Customer is expected to count and inspect all items upon delivery. The Customer must refuse to accept delivery and call the 24/7 service number immediately if any items are missing, broken, or in unsatisfactory condition upon delivery. By accepting delivery, the Customer agrees to be satisfied with all equipment. Failure to do so will result in the Customer being charged for any malfunctioning or damaged equipment when it is returned.

37. Unused, unopened product in satisfactory condition can be returned; 30% restock fee will apply. No refunds on unused helium. State Law Prohibits resale of helium gas.

38. Banquet tables are not round. Cotton Candy 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 14 days' notice on all linen orders or adjustments. All linen and linen napkins must be returned, they are not disposable. Kwik covers (fitted plastic table coverings) are disposable and do not need to be returned.

39. Customer is responsible for all replacement costs associated with damaged, lost, stolen, or misused Dinnerware, Glassware, Flatware, & Serving Accessories. All China must be returned rinsed and free of food particles. A 30% cleaning deposit will be applied for each rack of China

and pack of flatware being rented. Once items are returned and if they are in acceptable condition (rinsed and free of food particles), the cleaning deposit will be refunded within 1-3 business days. Customer approves BTPR to charge credit card for additional charges for missing or damaged items. Credit Card will be charged within 14 days of end of rental period.

40. Loading and Unloading Goods: For customer pick-ups customer is responsible for loading and unloading goods. Another person may be necessary to load and unload, please plan accordingly. 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.

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 they must turn in ST5 or ST4 form at time of order.

43. When installing any tent we require the customer check with the property owner(s) to see if any utility lines such as water, gas, electric and cable were put in by an independent company or nonutility company. It is the customer's responsibility to notify BTPR of any private utility lines they have had installed on the property. Any lines that have been installed by an independent company or nonutility company must be marked out with spray-paint or flags and brought to the attention of BTPR. Customer must email us a diagram 24 hours before installation to where any lines may be. BTPR shall not be held responsible for any lines that are hit that were not marked out.

44. Set up charge policy: When a tent is rented, there will be no set up charge for tent, table, and chair rentals. If a tent is not rented with the order and the customer requests BTPR set up, a minimum set up charge of 25% will apply to all orders of tables, chairs, china, linen, and pipe/drape. It will be assumed that if the customer order does not include tent, they do not want BTPR set up, unless otherwise stated.

45. No cooking on or near subflooring. No staking through subflooring. No concrete blocks on subflooring. Subflooring may become slippery when wet, use caution.

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