

TERMS & CONDITIONS
THESE ARE THE TERMS AND CONDITIONS OF THE AGREEMENT
between PARTY TIME RENTALS ("Lessor/Vendor")
and the Lessee/Purchaser described on the face of the document.

Lessee/Purchaser agrees to lease the equipment listed on the face of this document for the amount of rental charges
and under terms stated thereon with the following additional terms and conditions.

1. The equipment provided to the Lessee/Purchaser under this agreement, or to Lessee's/Purchaser's employee or authorized representative, at all times remains and is the sole and exclusive property of Lessor/Vendor. The terms of this agreement applies not only to the equipment on the face of this agreement but as well to any additional or replacement equipment leased in connection therewith. The equipment will be used only by the Lessee/Purchaser or Lessee's/Purchaser's employees at the job site designated on the front of this document and solely for the purpose for which said equipment was intended. The equipment shall not be transferred, subleased, or used by any person other than the Lessee/Purchaser. Lessee/Purchaser shall not assign this lease by his own act or by operation of law.
2. Lessee/Purchaser acknowledges that it has had an opportunity to inspect the equipment and acknowledges that it is in good operating condition and agrees that the use of the equipment shall be construed as an absolute acknowledgement by the Lessee/Purchaser that, when received by Lessee/Purchaser from Lessor/Vendor, the equipment was in good order and repair, and was in all respects sufficient and proper for the uses for which it was intended. Lessee/Purchaser agrees to be the absolute insurer of the equipment, limited only so as to not include Lessor's/Vendor's sole negligence, until the equipment is returned to Lessor/Vendor, for all casualty risks, fire and theft. The Lessee/Purchaser shall at all times and at his own expense keep the equipment in good, safe and efficient working order, repair, and condition and shall not alter or modify it in any way or permit anyone to injure, deface or remove any part of it. If the equipment is returned to Lessor/Vendor in any condition other than the condition in which it was received, normal wear excepted, Lessee/Purchaser agrees to pay the amount necessary to return the equipment to its former condition, including the cost of labour and new parts. Lessee/Purchaser understands that such repair or replacement does not relieve Lessee/Purchaser from rental charges incurred.
3. The Lessee/Purchaser agrees to set up, maintain and use the equipment in a safe and proper manner in conformity with all laws and ordinances including Federal and Provincial standards pertaining thereto, and in accordance with Lessor's/Vendor's Operator's Manual. Should the equipment or any part thereof become unsafe, in a state of disrepair, or be not in good operating condition, Lessee/Purchaser shall immediately notify Lessor/Vendor and shall cease all operation of the equipment until the same has been examined by the Lessor/Vendor or by someone appointed by the Lessor/Vendor for that purpose. Should the equipment become unsafe or in disrepair because of normal wear and tear by reasonable and proper use, rental on such equipment, that has become unsafe or in a state of disrepair, shall cease at the time Lessor/Vendor is notified of that condition. By agreeing to this provision Lessor/Vendor does not waive the provisions of paragraph 2 above. Under no circumstances is Lessee/Purchaser authorized to make any repair to equipment, engage the services of others to make any such repair, or in any way incur any expertise on Lessor's/ Vendor's account for any attempted repair of equipment.
4. The Lessor/Vendor shall have no responsibility, direction or control over the manner of set up, maintain use, use of operation of equipment by the Lessee/Purchaser, unless specifically retained for such additional service(s). Lessee/Purchaser acknowledges that proper use of safety equipment is required for safe operation of leased equipment. Lessee/Purchaser further acknowledges that safety equipment is available from Lessor/Vendor at additional cost and, if not obtained from Lessor/Vendor, Lessee/Purchaser represents it is in possession of such safety equipment or has made alternative arrangements thereof.
5. To the fullest extent permitted by law, Lessee/Purchaser agrees to indemnify Lessor/Vendor and to hold Lessor/Vendor harmless from any and all claims, actions, suits proceedings, costs, expenses, damages and liabilities, including costs of suits and attorney's fees, asserted by any person, firm or corporation arising out of, or connected with the use, set up, maintenance and possession or equipment by Lessee/Purchaser, including without limitation improper use or lack of use of proper safety equipment, and also including any acts or negligence by Lessor/Vendor in connection with the equipment, (excepting only acts for which Lessor/Vendor is solely negligent), and for any defects in said equipment for which Lessor/Vendor might otherwise be liable which may be claimed to have been in part caused, contributed to, or be a concurrent cause of any claimed injury or damage. This indemnification includes the claims of any employees of Lessee/Purchaser and Lessee/Purchaser hereby specifically waives protection of any industrial insurance or worker's compensation act of Canada or any state of the United States. Lessee/Purchaser agrees to immediately notify Lessor/Vendor of any accidents or injuries involving equipment as soon as possible after any such occurrence, but in any event within 24 hours.
6. If no charge is made by Lessor/Vendor for delivery or pickup of equipment, unless otherwise stated on the face of this document, Lessee/Purchaser agrees and understands all equipment is supplied F.O.B. (free on board) Lessor's/Vendor's business location from which leased.
7. Rental, at the rates listed on the front of this document, is charged from the time the equipment leaves Lessor's/Vendor's business location and ends only when the equipment is returned to Lessor's/Vendor's business location from which the equipment was rented. Full rates will be charged for Sundays, holidays, for time in transit, or any period of time that the equipment is in the possession of the Lessee/Purchaser whether idle or not. Equipment is to be returned during normal business hours as posted and revised from time to time. Equipment returned prior to 10:00 am will not be charged for the day of its return. Lessor/Vendor may, at his option and without waiving any provisions of this agreement or creating any duty to Lessor/Vendor, have the right of free access to the equipment while in the possession of the Lessee/Purchaser for the purpose of inspecting it and observing the nature and extent of the equipment use and observing its actual use and operation. Rentals will be charged for the period of time the Lessor/Vendor sets up and dismantles the equipment on site.
8. Lessee/Purchaser acknowledges that all contracts are paid for in advance and secured with a valid credit card. Accepted forms of payment are: Visa, MasterCard, American Express, cash, or certified cheque. Lessee/Purchaser also authorizes Party Time Rentals (Freeman Decorating Ltd.) to charge the credit card listed on the rental contract for any/all loss, theft or damages and acknowledges that outstanding payment, for any reason, will be billed to the credit card of record. Lessee/Purchaser acknowledges a non-refundable 50% deposit on any tents, and that cancelled orders of any kind may be subject to a restocking or cancellation fee as per the Lessor/Vendor's published cancellations policies, which are subject to revision from time to time. Terms on approved commercial open accounts are net 30 days. Any/all applicable account discounts will be forfeited and the customer is responsible to pay the published list rental prices if full payment is not received within the specified terms.
9. Lessee's/Purchaser's failure to promptly make full payment in accordance with the payment schedule indicated in #10 above shall entitle Lessor/Vendor to stop any and or all activities required on its part under the lease, without notice to Lessee/Purchaser, as well as to retake possession of any equipment under lease, and, upon notice to Lessee/Purchaser, to forthwith cancel this agreement and to hold Lessee/Purchaser liable for costs or damages incurred by Lessor/Vendor, including, without limitation, the cost of returning and restocking equipment for rental at Lessor's/Vendor's business location. The person who signs the front of this contract is personally liable for any unpaid or past due amounts owed to Party Time Rentals for this account.
10. If the Lessee/Purchaser fails to inspect and or count the equipment received under this agreement, he agrees to accept the Lessor's/Vendor's indication of readiness for use and count as final. Lessee/Purchaser is responsible for all missing and damaged materials. Lost, damaged, or broken equipment will be charged to Lessee/Purchaser at list prices in Lessor's/Vendor's retail price list or reasonable repair price.
11. Lessor/Vendor makes no warranty hereunder and all warranties, whether expressed, implied or statutory, including without limitation, warranties of merchantability or fitness for a particular purpose, are hereby specifically excluded and disclaimed. In no event shall Lessor/Vendor be liable for consequential or incidental damages for any reason whatsoever.
12. Lessee/Purchaser is responsible for the security of all equipment from the time of receipt until the time of return to Party Time Rentals at 940 Belfast Road, Ottawa, and must ensure equipment is secured when not in use and should make arrangements with management of hired facilities for appropriate security. Party Time Rentals charges for missing, broken or damaged items. An item is considered broken if it is returned chipped. We do not rent china or glassware that is chipped. Once it has been chipped, it must be discarded. Should Lessee/Purchaser discover a missing, chipped or broken item when unpacking the order, Party Time Rentals must be notified prior to the event so it can be noted on the contract, and charges adjusted. We reserve the right to replace any item. Linens are to be refuse free and dried prior to return, to prevent staining and mildew. The customer is responsible for any damage made to the linens. Such damages include mildew, staining, cigarette burns, and anything else that cannot be removed.
13. The Damage Waiver relieves the Lessee/Purchaser of minor damages to the rental equipment, covering normal wear and tear and is not to be considered insurance. All damaged or broken products and pieces must be returned to Party Time Rentals to be eligible for coverage. Specialty linens / items are not covered. The Lessee/Purchaser is not cover for theft, vandalism, misuse (including burn holes or cuts in lines), abuse or missing equipment. Missing or damaged products that are not returned to Party Time Rentals are not covered. Maximum claim value is \$1,000.00 per rental order. This is not liability insurance.
14. Lessor/Vendor shall have the right without notice to terminate this lease in the event of Lessee's/Purchaser breach of any of its terms, conditions, or promises; or if Lessee/ Purchaser becomes insolvent, or the subject of any proceedings in bankruptcy or receivership whether instituted by or against it, or if any execution, levy, distraint or attachment be levied upon the leased equipment. Upon termination for any such reasons, Lessee/Purchaser shall immediately deliver such equipment to the Lessee/Vendor at its business location from which the equipment was rented in as good order and condition as when leases, ordinary wear and tear caused by reasonable and proper use excepted. Lessor/Vendor shall have the right to immediately repossess itself of said equipment after termination unless such equipment has already been returned to Lessor's/Vendor's possession. Lessee/Purchaser hereby agrees to indemnify and hold Lessor/Vendor and its agents harmless from any and all claims by Lessee/Purchaser or any other person for or by reason or on account of any repossession, including any damage incurred by Lessee/Purchaser or to Lessee's/Purchaser's property.
15. To the fullest extent permitted by law, the Lessee/Purchaser agrees to hold harmless and indemnify the Lessor/Vendor from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including cost of suits and legal fees, asserted by any person, firm or corporation arising out of, or connected with the ownership, use, set-up, maintenance and possession of the equipment listed on the face sheet of this document even if the loss or damage is caused or contributed by the negligence of the vendor or its officers, directors or employees. This indemnification includes claims by any employees of the Lessee/Purchaser and the Lessee/Purchaser hereby waives protection of any industrial insurance or worker's compensation act of Canada or any state of the United States.
16. Failure on the part of the Lessor/Vendor to strictly enforce any provisions of this lease shall not be construed to be a waiver of the Lessor's/Vendor's right to subsequently require the strict enforcement of all provisions of this lease. In the event Lessor/Vendor is required to employ a collection agency or an attorney or attorneys for representation for the collection of any amounts due Lessor/Vendor under the terms of this lease or to enforce any of its other provisions, Lessee/Purchaser agrees also to pay all of the Lessor's/Vendor's costs and expenses which may be incurred thereby, including reasonable attorney fees, which shall in no event be a sum of less than fifty dollars (\$50.00).