

Review

Review document.

Big Tent Events

255 Commonwealth Dr., Carol Stream, IL 60188

one: (630) 690-8500 Fax: (630) 544-2833 Emergency: (630)901-FUN1 (3861)

Website: www.bigtentevents.com Email: info@bigtentevents.com

Sign

Sign location(s) on:

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Submit

Finish and submit at the bottom.

Village of Palos Park 8901 W 123rd St, Palos Park, IL 60464		(708)671-3700	EVENT START: Fri, Sep. 18, 2015	EVENT END: Sat, Sep. 19, 2015
BILL TO: Village of Palos Park-Recreation Center 8901 W 123rd St, Palos Park, IL 60464		(708)671-3762	START TIME: 5:00 pm	END TIME: 9:59 pm
DELIVER TO: Village of Palos Park-Recreation Center 8901 W 123rd St, Palos Park, IL 60464		PAYMENT METHOD:	SALES PERSON Brad S.	DATE ORDERED Fri, Jan, 16, 2015
DELIVERY METHOD: Delivery	DELIVERY ARRIVAL WINDOW: Date: Thu, Sep, 17, 2015 Time: 9:00am - 4:30pm	PICKUP ARRIVAL WINDOW: Date: Sun, Sep, 20, 2015 Time: 9:00am - 3:00pm	CONTACT EMAIL ADDRESS: rboehm@palospark.org	

Installation Notes:

see attached site map for installation locations
all grass set up

Qty	Description	Unit Price	Bill. Days	Total
*NOTES				
1	NOTE - J.U.L.I.E. - Cook County <i>Mark installation area for J.U.L.I.E.</i>	\$0.00	1	\$0.00
1	NOTE - PUBLIC EVENT	\$0.00	1	\$0.00
1	NOTE - MULTIPLE DAY RENTAL	\$0.00	1	\$0.00
*TENT SURFACE				
1	TS - Grass Surface <i>TS - Grass Surface</i>	\$0.00	1	\$0.00
DISCOUNTS				
1	Discount - Credit <i>credit from 2014 contract # 37345</i>	(\$400.00)	1	(\$400.00)
MISC				
1	10x110 frame tent <i>vendor tent</i>	\$1,320.00	1	\$1,320.00
1	75kw generator package <i>includes distribution pod spider boxes power cables and ramps</i>	\$1,400.00	1	\$1,400.00
1	Fuel used <i>this is based on last year's fuel used final cost to be determined after event is concluded</i>	\$45.00	1	\$45.00
POWER				
1	PWR - 40Kw Diesel Gen Package	\$975.00	1	\$975.00
		\$90.00	1	\$90.00
		\$40.00	1	\$40.00
		\$5.00	1	\$25.00
TENT ACCESSORIES				
11	TA - Counters 10ft with skirts <i>TA - Counters 10ft with skirts</i>	\$5.00	1	\$55.00
1	TA - Tent - 10' gutter <i>TA - Tent gutter</i>	\$0.00	1	\$0.00
1100	TA- Event Deck Flooring 1' x 1'	\$1.50	1	\$1,650.00

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I am applying an e-signature in my name to this document and have read the **Consumer Disclosure**

Submit Electronically

TENT ACCESSORIES

Must be installed on a level surface. Any holes in ground surface must be filled prior to delivery.

TENT LIGHTING

5	TL - White 25' Extension cord w/Triple Tap End	\$5.00	1	\$25.00
7	TL - #6 Globe Lights 20ft	\$10.00	1	\$70.00
4	TL - White Center Pole Ring Lights	\$50.00	1	\$200.00

TENT PARTS

1	TP- Pole 60' Hole End Top	\$0.00	1	\$0.00
1	TP- Pole 60' Lace End Top	\$0.00	1	\$0.00
2	TP- Pole 60' x 30' Middle Top	\$0.00	1	\$0.00
36	TP- Pole 7' Side Pole for 60's	\$0.00	1	\$0.00
6	TP- Pole Center Pole for 60'	\$0.00	1	\$0.00
6	TP- Pole Flanges	\$0.00	1	\$0.00
22	TP- Pole Rebar Stakes	\$0.00	1	\$0.00
34	TP- Pole Stake Bars 3 Holes	\$0.00	1	\$0.00
6	TP- Pole Stake Bars 5 Holes	\$0.00	1	\$0.00
40	TP- Pole Webbing with Hook	\$0.00	1	\$0.00
22	TP- Ropes	\$0.00	1	\$0.00
24	TP- Pole 7' Side Pole for 40's	\$0.00	1	\$0.00
3	TP- Pole Center Pole for 30'	\$0.00	1	\$0.00
14	TP- Pole Straps with Ratchets	\$0.00	1	\$0.00
14	TP- Pole Webbing with Hook	\$0.00	1	\$0.00
1	TP- Frame 10 x 10 White Top <i>TP- Frame 10 x 10 White Top</i>	\$0.00	1	\$0.00
1	TP- Frame 4 Way Crown Black	\$0.00	1	\$0.00
4	TP- Frame Base Plate	\$0.00	1	\$0.00
4	TP- Frame Black 6' 10" Pipe	\$0.00	1	\$0.00
4	TP- Frame Corners 10'-15'-20'	\$0.00	1	\$0.00
4	TP- Frame Legs 7' to 8' Adjustable	\$0.00	1	\$0.00
4	TP- Frame White 9' 5" Pipe	\$0.00	1	\$0.00

TENT TABLE AND CHAIR

10	TTC - 42" Post High Boy	\$0.00	1	\$0.00
10	TTC - 30" Round Table Top	\$8.00	1	\$80.00
34	TTC - 8 Foot Banquet Table Wood	\$8.00	1	\$272.00
75	TTC - Folding Chairs Brown	\$0.80	1	\$60.00

TENTS

1	TENT - Pole 60x120 <i>Set on 8' poles with 10' poles on end where stage will be</i> <i>Main tent</i>	\$2,820.00	1	\$2,820.00
1	TENT - Pole 30x 60 <i>30 x 60 Pole Tent</i>	\$815.00	1	\$815.00
2	TENT - Sidewall Solid 20'L x 8'H <i>to cover 10x10 tent on 4 sides</i>	\$20.00	1	\$40.00
1	TENT - Sidewall Solid 10'L x 7'H <i>use to divide 10x10 tent</i>	\$10.00	1	\$10.00
1	TENT - Frame 10 x 10 White <i>dressing room tent to be divided down middle</i>	\$135.00	1	\$135.00
6	TENT - Sidewall Windowed 20'L x 7'H <i>TENT - Sidewall Windowed 20 foot for 60x120 tent</i>	\$40.00	1	\$240.00

Z-TENT SUBLEASE

6	TSL - Par 38 Light Fixtures <i>Amber gels</i>	\$50.00	1	\$300.00
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Items Subtotal: \$10,267.00

Delivery Fee: \$85.00

TOTAL: \$10,352.00

Amount Paid: \$0.00

Customer Notes:

- BTE will contact J.U.L.I.E.
 - Please mark tent installation area with white paint or white flags for J.U.L.I.E.
 - Please do not remove flags placed by the J.U.L.I.E. locators.
 - Any non-public lines such as sprinkler system, gas grill, septic, lighting, etc. are to be clearly marked by the property owner as J.U.L.I.E. does not mark these lines
 - Client to advise BTE of the installation location on property.
 - There is no grilling allowed under or within 30' of tent
- All tables and chairs must be placed under cover if raining and over night

Tables and chairs will be stacked in one location for client to distribute.
All tables and chairs are to be restacked in one location for our pick up.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON ALL PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE LESSEE NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TIPS APPRECIATED

Customer Signature Rick Boehm

01/27/2015

Date _____

Lessee agrees to be bound by the terms and conditions of this agreement.

TERMS AND CONDITIONS

Big Tent Events, Inc. ("Lessor") hereby leases to the lessee (Lessee), and the lessee hereby leases from the Lessor the materials and equipment discussed on the previous page(s) of this agreement (hereinafter called "equipment") and agrees to provide the services incident thereto at the price set forth herein and subject to the following terms and conditions.

- 1. General Release/Indemnity/Hold Harmless:** Lessee assumes all risks and liability for the use and operation of the equipment and for personal injuries and property damage arising from or incidental thereto; and lessee shall protect, defend, indemnify, and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to the lessee and his/her guests on account of personal injury or death, or damage to property, growing out of incident to or resulting directly or indirectly from the performance of this rental agreement, from any cause whatsoever.
- 2. Safety:** Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of checking weather conditions and admittance of people in the tent and will evacuate all people from the tent if winds exceed 35 mph. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Lessor from and against any and all liability, claims, judgments, attorneys fees, and costs, of every kind and nature, including, but not limited to, any injury, death, damage, claim, or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers, or installers. Customer further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor, and so long as Lessor advises Customer, in writing, after Customer requests, with the name and address of the supplier or any specific item, Customer specifically agrees to waive and release, indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

3. Cancellation Policy: All reservations with BIG TENT EVENTS require a deposit in advance of the event. The deposit amount will be applied to the total charges due. We do allow cancellations with written notice prior to 30 days of your event, and then Lessee's deposit will be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. Cancellations within 30 days of the event will be put on your account as a credit for the deposit amount and can be used for rescheduling within 12 months of the original event date. Cancellations can not be made via email, voicemail or fax. Should you cancel within 24 hours of your delivery day, you will be charged the full fee for the event.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from BIG TENT EVENTS, as Lessor, that certain equipment described on the front side of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Event Start Date - Event End Date" on the front side of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibit safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or any other causes.

5. Delivery: Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of this Agreement. Customer grants to Lessor the right to enter the property at the said street address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Lessee agrees to provide at his expense, sufficient unobstructed space for delivery, installation, dismantlement and removal of all equipment, and access to such space. Normal delivery would include ground level areas, accessible to our trucks, unless otherwise stated on face of contract. Prior to the removal of equipment, lessee shall remove all personal property of lessee or third party which therefore has been protected by Lessors equipment. If any such personal property is not removed as required, prior to removal of equipment, Lessor may enter the premises, move or remove any such personal property at lessee's risk and cost, and remove equipment without further notice, and lessee hereby indemnifies Lessor from any cost, expense, or liability arising there from. Delivery is to ground floor only. Customer is responsible for moving equipment up and down any stairs. Business Check, Cashiers Check, Money Order or Cash for the balance is due when the driver arrives to set-up the equipment. If the cashiers check/money order/cash is not ready when the driver arrives, the driver reserves the right to go to their next event and set up your event after they are done with all of their other deliveries, and no guarantees will be made that your equipment will be set up at the start of your event.

6. Permits/Fees: Lessee covenants that he shall secure all permits, licenses, consents, etc., required for the installation, maintenance, and use of equipment, and incur the cost thereof. The Lessee acknowledges they are responsible for requesting and attaining all permits required. In the event that the order is cancelled or the Lessee does not accept delivery due to lack of permits, the Lessee is responsible for the full amount of the agreement.

7. Receipt/Inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer will inspect the installation of the rental equipment and will personally inspect the rental items prior to its use. Customer specifically agrees that such rental items will not be used if Customer finds that it is

not suitable for Customer's needs or any damage is found. Furthermore, the Customer agrees to contact the Lessor to report any damages prior to the end of their rental period.

8. Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession or any failure to permit the pick up of the item at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the full equipment value for such Equipment as listed on the front side of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of the Lessor's delivery of the items, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately. For each day after the "Rental Period" the equipment is not returned, customer agrees to pay an additional days rental for each piece of equipment. Client authorizes Big Tent Events to charge their credit card for any missing equipment that is not returned at the time the driver picks up their equipment after their event. If a credit card is not on file, Client agrees to send a check within 3 business days.

9. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the equipment value. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as sand, candy, duck tape, chemicals, food, paint, silly string (see Paragraph 10), mud, clay, or other materials. A minimum fee of seventy-five dollars will be applied to the charge card on the agreement if cleaning is required. Cleaning fees will be determined by actual time spent cleaning the equipment. Lessee assumes all responsibility for loss or damage to equipment during the period from delivery of the equipment to removal thereof (the "rental period"). Lessee will pay for all equipment lost or damaged in an amount equal to replacement or repair cost of the equipment. There is no grilling allowed under or within 30 feet of any tent, except grilling canopies. Linens: Rental linens have a replacement value that will be charged in addition to the rental charge if any item is not returned or returned in a condition that permanently alters its appearance. Be careful with candle wax, it permanently damages linens.

10. Installation: Although Lessor will endeavor to minimize damage to lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), lessee assumes the risk and release's Lessor from liability for any such damages that may occur. Lessee shall advise Lessor as to the existence and location of any underground cables, pipes conduits, etc.. In the absence of such advice, Lessor can assume that no such underground obstructions exist and releases Lessor from any liability for such damage. **Electricity:** Lessee will provide readily accessible power outlets of sufficient capacity within 50 feet of installation to safely operate all electrical facilities proposed herein.

11. Payment: Lessee shall pay contract price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid as provided herein, the lessee shall be charged a late payment fee of 2% per month (24% annual percentage rate). This fee will be added to outstanding balance every thirty (30) days thereafter until final payment is made. In the event that lessee has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within the terms specified, lessee shall, upon receiving notice of nonpayment, pay said rental charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof. If lessee shall default in the payment of any fees hereunder, or otherwise breach any of the terms or conditions hereof, Lessor may immediately take repossession of its equipment without any process of law and may enter upon any premises where said equipment may be and removed the same with or without notice of its intention to do so, without liability therefore.

12. Ownership: This is a rental agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet or dispose of said equipment or do anything which might suggest to third parties that the lessee has any power to do so. The equipment shall not be removed from place of installation. Lessee shall not remove, cover, or interfere with Lessor's identification or advertising labels attached to equipment.

13. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal, or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

14. Permits: The Customer acknowledges they are responsible for requesting and attaining all permits and insurance documents required. In the event that the order is cancelled or the customer does not accept delivery due to lack of permits or insurance, the customer is responsible for the full amount of the agreement. Lessee shall incur any state or city taxes applicable.

15a. Legal Fees: In the event that this contract is not paid or any portion thereof is turned over to an outside collection agency or law firm, the above named customer will be liable for up to thirty percent (30%) of the principal amount of the claim as collection fees. In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

15b. In the event that this contract is not paid or any portion thereof is turned over to an outside law firm for litigation. The above named customer will be liable for thirty percent (30%) of the principal amount of the claim as litigation fees, plus attorney fees, plus all court costs allowed by law.

16. Customer Acknowledgement: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on **both sides** and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

17. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from the Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

18. Entire Agreement: This Agreement constitutes the full agreement between Lessor and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

Any person executing this agreement on behalf of a corporation or organization warrants in his/her individual capacity that he/she is acting within the scope of his authority and that said corporation or organization shall be bound thereby. Lessor may rely on and follow any directions whether oral or written of any member of the lessee's family, employee, or agent with respect to any act or acts performed by Lessor in the delivery, installation or removal of equipment or of the performance of any services caused by this agreement.