



### Tent Lease Agreement

**Billed To:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Job Site:** \_\_\_\_\_  
 \_\_\_\_\_ **Event Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Set-Up Date:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Tear Down Date:** \_\_\_\_\_  
**Delivery Address:** \_\_\_\_\_  
**Deliver Instructions:** \_\_\_\_\_  
**Insurance Binder Number:** \_\_\_\_\_ **Insurance Co. Name:** \_\_\_\_\_  
**Property Owner Approval** \_\_\_\_\_

**LESSOR: Sisters Park & Recreation District**  
**Phone: 541-549-2091**  
**Address PO Box 2215, Sisters, OR 97759**  
**District Tent Representative:** \_\_\_\_\_  
**Contact Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

EQUIPMENT NEEDED			
Tent Sizes	General Rates (up to 1 week)	Non-Profit Rates (25% discount)	Costs
60 x 60	\$2000.00	\$1500.00	=
60 x 90	\$3000.00	\$2250.00	=
60 x 120	\$4000.00	\$3000.00	=
60 x 150	\$5000.00	\$3750.00	=
Rental Outside of Sisters (within 50 miles)		\$250	=
Propane Heaters (2 available \$150/ea)		\$150	=
		300	=
Side Walls \$ .50/ft	Feet _____		=
<b>Total</b>			_____
Refundable Security Deposit			\$500
50% Down Payment			_____
Balance Due 7 days prior to set-up date			_____

- Prices include set up, take down and delivery. **Set up of walls is an additional cost – see above**
- Propane heater(s) available at \$150 per week for each heater unit. A \$100 additional charge will be assessed to refill the tanks.
- This agreement is subject to the availability of the materials and equipment as of the date the fully executed agreement is received by the Sisters Park & Recreation District
- This agreement is not binding unless accompanied by the payment outlined above.
- If person is executing this agreement on behalf of a corporation, the organization warrants that he/she is acting within the scope of his authority to bind the corporation or organization.



**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. THE TERMS AND CONDITIONS ON THIS DOCUMENT ARE PART OF THIS AGREEMENT AND HAVE BEEN READ AND UNDERSTOOD BY THE SIGNATORIES OF THIS AGREEMENT.**

**LESSEE**  
 Company \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Date \_\_\_\_\_

**LESSOR**  
 Sisters Park & Recreation District  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Make check payable to: Sisters Park & Recreation District  
 Phone: 541.549.2091 Fax: 541.549.0997 Web: www.sistersrecreation.com**

**Terms and Conditions ~ Equipment & Services**

Sisters Park & Recreation District (LESSOR) hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the material and equipment (hereinafter called EQUIPMENT) listed on the face of this agreements and associated with EQUIPMENT lease. The prices set forth for the listed equipment and services are subject to the following terms and conditions.

General overhead lighting, electrical, air conditioning, heating, or additional products, services or equipment will be deemed the responsibility of the LESSEE. Request for products or services not listed shall be considered an addition to the contract and will be invoiced accordingly. The equipment listed on the face of this agreement shall remain the personal property of LESSOR. LESSEE shall not sublet without permission, encumber or dispose of said EQUIPMENT. EQUIPMENT shall not be removed from the place of installation by any party other than the LESSOR.

Use of this EQUIPMENT beyond this period shall be prorated to LESSEE. LESSEE shall notify LESSOR of its intention to extend rental period in writing no less than 14 days prior to the scheduled lease and date. LESSOR will use its best efforts to accommodate LESSEE's request. Because of scheduling constraints, LESSOR cannot be obligated to extend the rental period.

**PAYMENT SCHEDULE**

- The down payment listed on the face of this agreement shall be due and payable upon the signing of this agreement by LESSEE.
- If LESSEE shall default in the payment of any fee hereunder or otherwise breach any of the terms or conditions hereof, or if a procedure of bankruptcy, receivership or insolvency shall be instituted by or against LESSEE or its property, LESSOR may immediately take repossession of its EQUIPMENT without any court order or any other process of law. Further, LESSOR may enter any premises where said EQUIPMENT may be and remove same with or without notice of its intention to do so, without liability thereof. The price(s) listed on the face of this agreement is/are dependent upon:

**SITE CONDITION**

- A clear reasonably level surface of asphalt, lawn or dirt having sufficient dimensions of unobstructed space for the installation, dismantlement and removal of the EQUIPMENT. The site must be readily accessible to trucks, trailers, forklifts and other necessary equipment. The site preparation and all attendant costs will be born by LESSEE.
- 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 obstruction exists.
- LESSOR shall endeavor to minimize damages to site, lawn, plumbing, underground utilities and general premises. LESSEE assumes the risk and releases LESSOR from liability for any such damages which may occur. LESSOR may rely on the following directions, oral or written, by any LESSEE employee, agent, or family member with respect to acts performed by LESSOR in delivery of the services called for by the agreement.



## TRANSPORTATION

- If rental is outside of the park district boundary, LESSEE shall be responsible for the costs of travel and delivering the EQUIPMENT from LESSOR's storage unit to the designated site outside the park district boundary and return to LESSOR's storage unit after rental period.

## LESSEE REPRESENTATIVE

- A customer representative will be made available by LESSEE to be instructed and be responsible for EQUIPMENT inspection procedures (tightening cable lines, checking connections, etc.) **The LESSEE representative shall complete a written daily inspection checklist on equipment and notify LESSOR of maintenance issues immediately. (Check list will be provided)**

## RESPONSIBILITY FOR LOSS OR DAMAGE

- LESSEE assumes all responsibility for loss or damage excluding Acts of God, to equipment beyond normal wear and tear. Causes for damages for loss could include, but not be limited to theft, vandalism, riot, civil commotion. Any costs associated with the recall of LESSOR crews to reset, tighten, and maintain leased equipment for any cause, except negligence of LESSOR, shall be paid by LESSEE. Causes for recall of crews could include, but not be limited to vandalism, riot, civil commotion, weather, or other Acts of God.

## PERMITS

- LESSEE shall secure and provide copies to LESSOR, all permits, licenses, consents, etc, required for installation, maintenance and use and incur the cost thereof.

## LIABILITY

- 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. LESSEE shall protect, defend, indemnify and hold LESSOR harmless against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to, LESSEE, on account of personal injuries or death, or damage to property, growing out of an incident to or resulting directly or indirectly from the performance of the agreement, from any cause whatsoever, unless such claims, demands or causes of action solely through negligence of LESSOR. ***A certificate of insurance for no less than \$1,000,000.00 will be required as a proof of insurance. LESSEE must name LESSOR as an additional insured.***

## SET-UP AND LABOR

- LESSOR will provide the management and set-up crews for the tent. The cost of this labor is included in the price of the tent rental. LESSEE may not set up tent. Set-up must be executed by a LESSOR managed crew.

## CANCELLATION

- This agreement may be cancelled by LESSEE only upon written receipt of notice by LESSOR. If notice is received by LESSOR from LESSEE on or before 30 days prior to scheduled delivery date, the LESSEE deposits shall be refunded except for documented expenses by LESSOR. If cancellation is received less than 30 days, but more than 96 hours prior to delivery schedule, LESSEE shall be liable for all costs incurred by LESSOR to date of cancellation, plus probable damages attributable to cancellation. If cancellation is received less than 96 hours prior to scheduled delivery, LESSEE shall be responsible for the full contract price specified in this agreement.

## BREACH, CONSEQUENTIAL DAMAGES

- In the event of any breach of this agreement by LESSOR, LESSEE's sole and exclusive remedy shall be the refund of the price paid or that portion thereof as may represent LESSEE's damages. **LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SISTERS PARK & RECREATION DISTRICT BREACH.**

## DISCLAIMERS OR WARRANTIES

- LESSOR, and or its representatives make no claims as to fitness of purpose or merchantability of its products or services except as expressly stated on the face of this agreement.



#### **RIGHTS AND REMEDIES**

- LESSOR's rights and remedies hereunder shall be cumulative, not exclusive; LESSOR's failure to enforce any provision of this agreement strictly shall not be construed as a waiver of that provision. If a provision of this agreement is found to be invalid under the law, all remaining provisions shall remain and have full force and effect.

#### **ARBITRATION**

- LESSEE and LESSOR consent to arbitration of any claim or dispute arising from this lease agreement. Arbitration shall be in accordance with the then applicable rules of the American Arbitration Association, unless parties mutually agree otherwise.

#### **JURISDICTION**

- LESSEE and LESSOR consent to jurisdiction and venue in Oregon for any dispute, claim, suit, or arbitration, or other proceeding arising from this lease agreement.

#### **WHOLE AGREEMENT**

- This document represents the full and complete agreement between the parties. No representations, warranties, or agreements oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the EQUIPMENT rented, except as expressly provided herein. Any changes or modifications of this agreement must be in writing, signed by duly authorized representatives of the parties and must take the form of amendments to this agreement.

#### **TO BE ATTACHED TO THIS DOCUMENT**

- **Certificate of Insurance**
- **Security Deposit**
- **Map of area and directions for tent placement**