**Kiwanis**

KIWANIS CLUB of ORLEANS

**Procedures/Process for TENT RENTAL AGREEMENT**

1. If a contract has not been completed within 40 days prior to the event, contact the Kiwanis Club of Orleans (KCO) by email to ensure the date is open for their rental. KCO will forward all forms necessary by email, and make a “tentative” reservation.

2. Contracts will only be confirmed upon receipt of the completed forms accompanied by the applicable deposit (as calculated in the Agreement). This deposit can be bank draft, money‐order or certified cheque made payable to: Kiwanis Club Orleans

Note: mailing the documents/deposit may not guarantee they will arrive when you expect. Your contract will not be confirmed until received and verified. Accordingly, an email to lauriembloom@gmail.com requesting confirmation is recommended.

**3. Prior to installation and to avoid any installation delays, final payment for the event must be provided to KCO at least 1 day before the installation.**

4. In addition to the rental agreement, etc., there must be a “site plan” showing the location of the tents to be installed ‐ this

must be precise enough to be understood without someone being there. **It must also reveal any underground services, electric wires, irrigation pipes, etc.** (NOTE: once the installation has commenced, tents will not be moved to another location so it is essential a representative of the organization be there.)

This plan must also identify:

‐ grass or pavement? If pavement, can KCO pound in spikes?

‐ If not, water barrels will be required. A water source must be available and clearly indicated. Some water sources are locked. Please ensure that ease of access exists.

‐ underground pipes/wires the installation team would need to know about

‐ any overhead dangers ie - wires that the centre poles could contact, etc.

5. One representative from the lessee must be there at the outset to ensure that the site placement is correct.

6. **If the reservation is cancelled within 21 days of the reserved date, the entire deposit will be forfeited.**

7. In the event of an anticipated Environment Canada weather warning, the Lessee and KCO may alter the contract prior to the scheduled installation. Only under the most extreme set of consequences may a partial refund be available.

8. Installation day: The Lessee’s on‐site manager must be present at the agreed to hour. When installed in the evening, this will generally be at 6pm and require approx 1.5 hours. The site plan can be modified at this time, IF done prior to any KCO work being started. Once equipment unloading commences, no changes can be made.

9. For overnight periods that the tents are on the Lessee’s site, KCO strongly recommends there be **security** present throughout the night to prevent **vandalism.** Please note: the Lessee is complete responsibility for any damages or theft of any rented equipment included in the rental agreement.

10. Tents are normally setup the day before and taken down the day after the event date. In some circumstances, Sunday

rentals are put up early in the morning on Sunday (7 AM ‐ 9AM) and Saturday rentals are taken down early Sunday

morning (6AM ‐ 8AM), as long as there is mutual agreement by the two parties.

In all cases, a coordinator from Kiwanis Club of Orléans will contact you three or four days prior to the event date to

confirm installation and tear down times. To ensure a smooth line of communication, please also email any changes to lauriembloom@gmail.com.

11. By requesting this rental, the named Organization is confirming that they understand that tents are temporary structures

designed to provide limited protection from weather conditions, primarily sun and rain; however, there may be

situations, particularly those involving strong winds and lightning, in which tents will not provide protection and may

even be damaged or blown over. The Lessee should ensure that processes are understood regarding the following by

all their members:

i. Evacuation of tents to avoid injury is recommended when severe weather threatens. The Lessee agrees to monitor for any negative situations to the tent as well, such as excessive billowing in these conditions.

ii. As everyone must leave the tents and not seek shelter under tents during such conditions, it is best to evacuate when in doubt.

iii. If anything happens to the tents, please immediately contact the Kiwanis Club of Orléans and we will get to the site as soon

as possible.

iv. The Kiwanis Club of Orléans reserves the right to take a tent down to prevent damage to any equipment, persons or property.

v. The Kiwanis Club of Orléans reserves the right to cancel an order in the event harsh weather will not allow for setup or will cause harm to any persons, property or rented equipment. In this rare event, your deposit will be refunded in full.

12. Removal day/time: The site must be clean and allow KCO access to the tents. If chairs, tables, garbage or whatever prevent removal, the “deposit” for **“clean site”** will NOT be refunded.

13. Should disagreements occur, or changes are necessitated, during any part of this process:

Contact the KCO Coordinator as soon as possible.
In most cases, changes can be accommodated, except in the following situations:

1. A change of dates and/or times which conflicts with others
2. A requested change, once arrangements have been made
3. If payments are not received by the required dates

14. Other relevant information:

Sidewalls: KCO discourages the use of sidewalls unless necessary.

They make the tents very susceptible to wind and they cannot be deployed at some locations, such as Petrie Island.

Setup procedures: The first step the KCO crew takes upon arrival is to spread the tent flat on the ground where they are to be setup. The area must be completely cleared of obstructions. Likewise, the area under the tent must be must be completely empty before tear down. To avoid unnecessary damage to any of your property’s underground utilities please have all underground piping, (ex. sprinkler systems, septic & electrical lines) marked prior to installation.



TENT RENTAL AGREEMENT

Name of organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as Lessee)

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (street # street name city prov postal code)

The Lessee hereby agrees to rent the items listed below for the express purpose of **a/an outdoor festival or community event**.

The Lessee understands that the organization is totally responsible for securing any necessary permits/approvals that might be required.

The Lessee is requesting that setup of the tents/equipment

 be provided on; \_\_\_\_\_ (date) at \_\_\_\_\_\_\_\_ (time)

 and removal be; \_\_\_\_\_\_ (date) at \_\_\_\_\_\_\_\_ (time)

Address for setup: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (street # street name city prov postal code)

**Terms & Conditions**

 *(Please read the “procedures” document included with this contract and ensure you are familiar with all details)*

1. Quotes and proposals do not guarantee availability of a tent. This Agreement will not be approved by KCO until this document and a 50% deposit, per the table at the bottom of this Agreement, is received.
***Final payment is due the day before installation. Tents will not be provided without payment in full. Acceptable methods of payment include; certified cheque, bank draft, direct deposit or cash if provide within less than 21 days before installation.***

2. The Lessee is responsible for all equipment **immediately from setup to pickup.** The Lessee further acknowledges that there will be a representative from their organization at the site at the agreed upon setup time to inspect all tents and equipment and agree that everything is in good order. Failure to appear may result in rentals being withdrawn and a loss of all deposits.

The Lessee will also take on full responsibility and will be held liable for any damages that occur to any/all equipment. Lessees will be charged for damaged, broken, lost, and stolen equipment at replacement prices while under their care and supervision.

Lessee is also responsible for ensuring safe use of the tents and other equipment, such as to meet extreme weather conditions. This also includes that the Lessee ensures there is protection for the tents and other equipment for any overnight periods.

**The lessee will provide proof of insurance for the event and provide a certificate adding the Kiwanis Club of Orléans as an "Added Named Insured" party. Contact your insurance provider for your certificate.**

 3. The Kiwanis Club of Orléans will do its best to protect your property during the delivery, setup, and removal process. The client agrees to release The Kiwanis Club of Orléans of any liability for any damage to any property due to delivery, setup, and removal of equipment on your property. This includes, but is not limited to damages from stakes, poles, and other equipment necessary to keep tent stabilized.

4. **A necessary attachment to this Agreement is a Site-Plan**, which provides an identification of where the tents are to be installed, plus any required information which might affect the install, such as underground services. The Lessee will be responsible for any consequences resulting from failure to so notify KCO of any such condition.

5. The rates shown below are not subject to negotiation.

6. To complete your contract application, please provide this document, the applicable deposit (calculated below) and an initialed copy of the procedures (above).

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Tent Program Rental Rates | **Rate** | **X Amount required** | **= rental amount** | **Deposits** | **Total Calculated Deposit amount** |
| 20x20 Tent (5 available) | $200 ea |   |  | 50% of calculated amount |  |
| Tent Delivery - **required charge** | $50 |  |  | $50 |  |
| BBQ Rental (no tanks provided) | $125 |  |  | $75 |  |
| BBQ Delivery | $25 |  |  | - |  |
| BBQ Cleaning deposit (see below) | $75 |  |  | $75 |  |
| Clean site deposit (see below) | $100 |  |  | $100 |  |
| **Totals** |  |  |  |  |  |

**BBQ Cleaning deposit:** Clientagrees to properly clean grills and water trays of all grease and food residue after use and prior to pickup. The deposit will be refunded if cleaned thoroughly.

**Clean-site deposit:** The tents and the area all around and/or under the tents are to be free from litter, tables, chairs, etc. If not this deposit will be retained to cover extra labour required.

**Tent walls**: KCO has some sidewalls/flaps which can be deployed. KCO recommends they only be used if absolutely necessary.

7. In consideration of acceptance of this rental agreement, I do hereby, for myself and my heirs waive and release all rights and claims for any damages which I may have or which may hereafter accrue to me, against the Kiwanis Club of Orléans and its members in conjunction with the subject equipment rental

 I have authority to bind the organization noted above.

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact for: Kiwanis Club of Orléans

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