

CANOPY ADDENDUM

THIS CANOPY ADDENDUM executed as of the date indicated below between the undersigned customer (“CUSTOMER”) and Lively Up, LLC, an Oregon limited liability company doing business as Party Place (“PARTY PLACE”) is hereby incorporated in and made a part of the Party Place Rental Contract between CUSTOMER and PARTY PLACE.

PARTY PLACE hereby rents to the CUSTOMER, and CUSTOMER rents from the PARTY PLACE, the canopy or tent described on the attachment to this agreement (such canopy or tent is hereinafter called “equipment”), and agrees to provide the services incident thereto at the price set forth on the Rental Contract and subject to the following additional terms and conditions.

This Canopy Addendum adds terms and conditions to PARTY PLACE’s standard Rental Contract terms and conditions specific to the rental of equipment.

1. The under signed customer (hereinafter “CUSTOMER”) and Lively Up, LLC doing business as the Party Place (hereinafter “PARTY PLACE”) hereby enter into a rental agreement on the following terms and conditions.
2. CUSTOMER agrees to provide at its expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, CUSTOMER shall remove all personal property installed or placed within the equipment by CUSTOMER or any other party.
3. PARTY PLACE has indicated that the proper and safe installation of equipment requires ground anchoring. Inadequate anchoring could result in injury to persons, death and/or property damage. If PARTY PLACE does not use ground anchors at the request of CUSTOMER, such as stakes in asphalt or a ram-set anchor in concrete, CUSTOMER hereby agrees to indemnify, hold harmless, and defend PARTY PLACE from any claims which may occur if wind or weather cause the equipment to collapse or be blown into any person or property.
4. CUSTOMER shall advise PARTY PLACE as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice, PARTY PLACE can assume that no such underground obstructions exist, and CUSTOMER hereby indemnifies, holds harmless, and defends PARTY PLACE for any failure by CUSTOMER to identify such underground services.
5. Although PARTY PLACE will endeavor to minimize damage to CUSTOMER’s lawn, plantings, underground utilities, fixtures and premises generally (including power failures and other hazards), CUSTOMER assumes the risk, and agrees to and shall indemnify, hold harmless, and defend PARTY PLACE from liability for any such damages which may occur.
6. CUSTOMER assumes all weather related risk. This includes responsibility for rental fees, equipment damage, property damage and time delay. If the set-up cannot be rescheduled to another mutually acceptable time and must be completed during adverse weather conditions, such as wind or rain, CUSTOMER shall pay for any additional equipment, service or servicemen at PARTY PLACE’s customary charge therefore.
7. PARTY PLACE may rely on and follow any directions whether oral or written of any member of CUSTOMER’s family or his employees or agents with respect to any act or acts performed by PARTY PLACE in the delivery, installation, dismantlement or removal of the equipment and the performance of any services called for by this agreement.
8. CUSTOMER will provide readily accessible power outlets of sufficient capacity to safely operate all electrical facilities proposed herein.

9. CUSTOMER agrees not to do any type of cooking under or within a reasonable distance of the equipment, except for specific kitchen equipment that is identified on the face of the Rental Contract. CUSTOMER assumes full responsibility and costs incurred for damage expense to the equipment due to cooking process under or near equipment.

10. PARTY PLACE shall deliver and install the equipment at such reasonable times as it deems best for safety and scheduling, allowing time for CUSTOMER's decoration and other pre-event arrangements.

11. PARTY PLACE offers no warranty, express or implied, on any of the equipment rented, including, but not limited to, the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTY PLACE hereby disclaims all express or implied warranties, including without limitation the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTY PLACE shall in no event be liable for special or consequential damages or for loss of profits on any claim of any kind arising out of or in connection with the rental of equipment under this Agreement.

12. CUSTOMER agrees that accessories and other equipment shall be used only by persons competent in their operation and further agrees that it is solely responsible for providing competent operators.

13. In the event that CUSTOMER changes any of the arrangements relating to the services to be performed or to equipment to be rented, PARTY PLACE shall have the right to add or remove such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. CUSTOMER shall pay for any additional equipment, service or servicemen at PARTY PLACE's customary charge therefore.

14. CUSTOMER agrees that in the event of a predicted or actual storm or excessive winds, PARTY PLACE may dismantle any equipment that has been previously installed to ensure safety of all involved.

15. Upon dismantlement of the equipment, PARTY PLACE shall have no obligation to provide protection for such personal property of CUSTOMER or third party which had theretofore been protected by PARTY PLACE's equipment. PARTY PLACE shall have no obligation to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on CUSTOMER's premises not directly attributable to the removal of the PARTY PLACE's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, PARTY PLACE may nonetheless enter the premises, move or remove any of such personal property at CUSTOMER's risk and cost, and dismantle and remove the equipment without further notice, and CUSTOMER hereby indemnifies, holds harmless, and defends PARTY PLACE from any cost, expense or liability arising therefrom.

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. This agreement, together with PARTY PLACE's standard Rental Contract terms and conditions, revisions and schedules from time to time attached hereto, constitutes the entire agreement. In the event of any breach of this agreement by PARTY PLACE, CUSTOMER's sole and exclusive remedy shall be the refund of the price paid, or that portion thereof as may represent CUSTOMER's damages. PARTY PLACE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PARTY PLACE'S BREACH.

PARTY PLACE's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all the rights and remedies available to PARTY PLACE. PARTY PLACE's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing CUSTOMER from further performance.

The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not affect the remaining provisions or portions.

Any person executing this agreement on behalf of a corporation, limited liability company, or other organization warrants in his or her individual capacity that he or she is acting within the scope of his authority and that said corporation, limited liability company, or other organization shall be bound thereby.

Severe Weather Conditions

CUSTOMER understands that tents and canopies 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 the tents and canopies will *not* provide protection and may even be damaged or blown over. Evacuation of tents and canopies to avoid possible injury is recommended when severe weather threatens the area where the tent or canopy is erected. *People must leave the equipment and not seek shelter in the equipment during such conditions.*

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. PARTY PLACE Inc. will make the services of one of its staff available on site during the event for an additional charge to assist with weather assessment and evacuation if necessary. If the CUSTOMER declines those services, the CUSTOMER understands that it is the CUSTOMER's responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of the equipment. The CUSTOMER should become thoroughly familiar with evacuation procedures whether or not they decide to retain the services of a PARTY PLACE Inc. staff member for the event.

Indemnification and Defense

CUSTOMER agrees that if legal proceedings are brought against PARTY PLACE Inc. for compensation for personal injuries, death or property damage arising out of an event in which Party Place provided a tent or canopy, CUSTOMER will indemnify, hold harmless, and defend PARTY PLACE Inc. and its employees against any judgments which may be rendered against them to the extent allowed by law.

I hereby acknowledge receipt and acceptance of this CANOPY ADDENDUM and the stated terms, which I have read. My Signature authorizes credit card charges for rental and/or broken, damaged and missing items.

X _____
CLIENT (Signature) (Date)

X _____
(Please print name) (Contract Number)