DuPage Tents & Events
407 E Elm St
Wheaton, IL 60189
P: (630) 306-5558
dupagetentsandevents@gmail.com
dupagetents.com

Robert Iodice
(630) 930-2557
dupagetentsandevents@gmail.com

QUOTE

Quote #228713842

Contact
Dan Novak
(630) 510-5117
dnovak@wheatonparks.org

Notes
Set up by 3pm on Friday August 4th
Take down after 4:30 on Saturday August 5th

Event Information
Novak - 208 W Union Ave

Location / Venue
208 W Union Ave
208 W Union Ave, Wheaton, IL 60187

Rental Items

8/5/2023 - 8/5/2023

Description	Qty	Unit	Total
8' Banquet Table 8'x30"	60	$11.00	$660.00
Cocktail Table 42inch Stem	25	$12.00	$300.00
White Folding Chair	25	$1.85	$46.25
10'x10' Frame Tent	12	$165.00	$1,980.00
10'x20' Frame Tent	4	$375.00	$1,500.00
Tent Counter W/ Skirt	30	$40.00	$1,200.00
Delivery	1	$450.00	$450.00
Damage Waiver 8%	1	$418.90	$418.90

Make checks payable to:
DuPage Tents & Events
407 E Elm St, Wheaton, IL 60189
Memo: Invoice #228713842

Totals

Subtotal	$6,555.15
Tax	$0.00
Total*	**$6,555.15**
Due on Signature	$3,277.58
Due by Aug 2, 2023	$3,277.57
Remaining Balance*	**$6,555.15**

Additional payment processing fees may apply

Terms & Conditions
Main Points

1. **ALL TENTS MUST BE EVACUATED WITH WIND GUSTS OVER 25MPH.**
2. **Chairs need to be stacked neatly back on dollies SEAT FACING DOWN before pick-up. Non stacked chairs will result in an additional charge.**
3. **No tape, staples, or alterations may be used on any of the equipment.**
4. **Tables and Chairs need to be left in a covered area. Rain damaged equipment will result in an additional charge.**
5. **Delivery location must be easily accessible.**

• **ALL TENTS MUST BE EVACUATED WITH WIND GUSTS OVER 25MPH.**Tents are only for temporary use and should not be used as shelters during high wind or storm situations. With wind gusts over 25mph, the tent and the area near the tent must be evacuated. This includes lightning. Do not use the tent as a lightning shelter.

- Chairs need to be Stacked neatly back on dollies before pickup. Please stack them neatly and correctly. If chairs are not stacked, or stacked in a sloppy manner there will be a charge of $0.25/chair. This method greatly helps us with efficiency and keeping labor costs down, which in turn allows us to provide the best price we can to each customer. Non padded chairs stack 50 high and padded chairs stack 25 high with seats facing down.

• **Please have marked the location of where the tent is going**before delivery, you can use sticks in the ground, paint, furniture or anything else - This helps us greatly with efficiency.

• **No staples, tacks or pins can be used to attach your own things to any equipment.** Any damage will result in a charge to fix or replace equipment.

• **Delivery location must be easily accessible**. If delivery location is not easily accessible, is on a hazardous road, or in a location where large trucks do not usually go there can be an audit to the final price.

• **All obstacles in the way of setting up the rented equipment need to be removed from the area, that includes tree branches that could be a hazard to the tent.** We are not authorized to touch or move anything that could be in the way. If the clearing of the area takes more than 10 minutes, there will be a $10.00 charge for every 10 minutes after the first 10. If holes need to be put in pavement, we do not fill them in after removal unless otherwise arranged. Lessor hereby agrees to lease to Lessee the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. **Delivery is made to a convenient point for a delivery vehicle to park.** Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Lessor's service does not include set up and knock down of tables and chairs. If this service is required, arrangements must be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick-up where no prior arrangements have been made and equipment is not knocked down and assembled in the same location as delivery, if time permits, the pickup crew will knockdown and load all equipment at the expense of the Lessee. A knockdown fee will result if equipment is still up.

2. The leased equipment shall at all times be and remain the sole and exclusive property of the Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of the Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the express written permission of Lessor.

3. Lessee acknowledges that Lessee has had an opportunity to personally inspect the equipment and finds it suitable for Lessee needs and in good condition. Lessee understands its proper use. Lessee further acknowledges Lessee responsibility to inspect the equipment prior to its use and to notify Lessor of any defects.

4. If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. If the defect is the result of normal use, the Lessor will repair or replace the equipment with similar equipment in good working order if available. Lessor is not responsible for any incidental or

consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.
5. The Lessor is neither the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by the customer.
6. Lessee shall defend, indemnify and hold harmless Lessor its employees, agents and subsidiaries, from and against all claims, liabilities, losses, claims of personal injury, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee or its agents, employees or subcontractors or anyone acting on Lessee's behalf. The indemnities included in this exhibit shall include reasonable attorney fees paid by Lessor in defending suits and actions involving liability covered by the indemnification provision in this paragraph.
7. Lessee's right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Lessee's obligations under this contract. Time is the essence in this agreement. Any extension must, at Lessor's election, be mutually agreed upon in writing.
8. The Lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.
9. At the expiration of this contract, or sooner upon Lessor demand, Lessee promises to make available for pickup by Lessor at the time specified in the contract, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the equipment occurring because it was not available for pickup when specified. If the Lessee has agreed to return equipment to Lessor, Lessee shall be responsible for all loss or damage to the equipment from the time of delivery to Lessee until returned to Lessor. If the equipment is returned in a damaged or excessively worn condition, Lessee shall pay Lessor the reasonable costs of repair and pay rental on the equipment of one-half the regular rental rate until repairs have been completed. The Lessor shall be under no obligation to commence repair work until Lessee has paid, therefore. In the event the Lessor must resort to litigation to be reimbursed for damage caused to equipment, Lessee agrees to pay all attorney fees, court costs, or other expenses which become reasonable or necessary to compensate Lessor for his repairing or having the equipment repaired or replaced.
10. The Lessee hereby expressly waives all rights in and to any and all exemption laws set forth in the State of Illinois, which are within the power of the Lessee to waive.
11. The Lessor shall, at all times, have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Lessee's premises.
12. Lessee shall at its own expense and prior to the installation of the equipment provides all necessary permits, licenses, and other consents.
13. Table linens are inspected by the Lessor prior to delivery to Lessee and upon return. If there is obvious damage such as mildew, excessive stains, burns or tears to linen, Lessee will be charged the cost of the linen. Return all linens dry and free of waste.
14. Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty, in Lessor's sole, reasonable judgment. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged goods. Rental Equipment damaged beyond repair will be paid for by Lessee at its Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by the Lessor or at the Lessor's option by others.
15. Equipment, other than tents, left out in rain/weather is excessively worn. This is not normal wear and tear. A prorated rate of 1/8th of the replacement cost will be charged to the Lessee for equipment left out in the weather.
16. The Lessee agrees to pay for equipment (at its replacement cost when rented) for all types of theft or disappearance.
17. a. Lessee agrees to pay Lessor upon demand: i. All rates, charges taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction. ii.Replacement costs for any loss or disappearance of equipment. The Lessor reserves the right to

consider the property lost, stolen, or converted if not returned within TEN DAYS of the date and time printed under the AGREED RETURN DATE COLUMN of the contract. b. Lessee authorizes Lessor to bill Lessee's credit card at time of reservation or upon Lessee's receipt of the rented item(s) or upon return of the item(s). c. If Lessee has directed that charges are billed to a third party, and Lessor agrees to bill that third party, and the third party fails to make prompt payment to Lessor when due, then Lessee promises to pay Lessor on demand. If the Lessee directs charges to be billed to a third party, Lessee represents that he is authorized to give the Lessor such direction. Lessee understands that he remains individually responsible for all charges Lessor is to be paid under this contract. d. One and one half percent (1 1⁄2%) per month (minimum $5.00) will be charged on any past-due accounts. Lessee shall pay for collection fees, attorneys' fees, court costs or any expense involved in the collection of rental charges or other damages to the Lessor under terms of the contract. The Lessor, at its own discretion, may revert all charges to the daily rate if invoice is not paid on the due date. e. LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes additional charges or credits to be made to his account and payment by the method used at the time of the reservation, rental or return.

18. Lessee assumes all weather-related risks involved in holding an outdoor tented event. Lessor may endeavor to minimize said risk, however, if the tenting becomes unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, despite any efforts or lack thereof taken or not taken by Lessor, Lessee shall be liable for payment in full of all charges.

19. Lessee agrees to have the site upon which the equipment is to be erected free and clear of all obstacles, natural and man-made, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to Lessor's arrival for pickup. All non-leased equipment and decorations shall be cleared and taken from site prior to pick-up. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expenses. Lessee shall be fully responsible for any property damage or personal injury related to use of the equipment rented under this agreement and agrees fully to indemnify Lessor with respect to any claims, including without limitation any legal fees Lessor may deem reasonably appropriate in the enforcement of this clause or the defense of any such claim.

20. All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been treated to some extent with waterproofing compounds, no tents are guaranteed to be absolutely waterproof and leaks do occur from time to time.

21. Lessee agrees not to do any type of cooking under or within a reasonable distance of the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.

22. Lessee agrees to furnish Lessor access to, and the right to use, Lessee's electrical and power lines for installation and operation of the rented equipment.

23. Lessee agrees to have all Underground Facilities in the vicinity of the equipment installation clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all underground facilities.

24. Lessee must pay a 50% non-refundable deposit to secure event equipment.

25. Lessee agrees to pay in full, the agreed upon invoice amount once the job is completed as listed in the said invoice.

Payment Policy

A **50.00% deposit** is required to confirm your contract and full payment will be due **3 days** prior to delivery/pickup/install.

Additional fees will apply for credit card and e-check/ACH payments.

General Cancellation Policy

To ensure availability of all services and products, deposits are non-refundable. You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 61 days prior: no cancellation fee
- 60 days prior: 25% of contract total, less deposit (if refundable)
- 30 days prior: 50% of contract total, less deposit (if refundable)
- 7 days prior: 75% of contract total, less deposit (if refundable)

Days prior refers to the number of days before the earliest delivery/pickup/setup/arrival time.

Signature

Printed Name Michael Benard

Date 3/16/2023