

## Golden Bubble By Ayc – Rental Agreement

Our aim is to provide you with top quality service to support your event. To that aim, please note the following conditions apply to this rental agreement unless separately agreed to in writing, to the exclusion of all other representations and warranties whether oral or in writing. Reservations are not booked until 50% of the total amount and signed rental agreement are received by Golden Bubble By Ayc.

**Deposit and Bonds:** Golden Bubble By Ayc (herein referred to as GB) require a \$100 booking deposit and \$100 bond. The booking deposit will be applied to the total cost of your dome hire and is non-refundable. The bond is to protect against damages to our equipment and will be returned to you after we have packed up and confirmed that all items are undamaged and in their original condition.

**Payments:** Payments can be made by credit card on our website. 50% of the balance is due upon booking and the final balance 7 days before the experience. A 3% fee is applicable for credit card payment at checkout. E-transfer is available upon request.

**Delivery & Installation:** GB shall deliver, erect and/or install the Rented Items, as agreed, at the location specified herein on or before the start of the rental contract and shall remove same after the end of the term. The Lessee agrees to cooperate fully and will do everything necessary to facilitate and assist GB in performing its duties hereunder.

GB shall not be obligated to erect or install the Rented Property in adverse weather conditions including but not limited to rain, winds and other factors which could make it unsafe for the employees and/or the Rented Property. Neither shall GB be obligated to install equipment in an area which it judges to be too muddy, dirty, or otherwise unsuited for installation.

**Permits/Licenses:** The Lessee will obtain, at his/her own expense, any and all government permits and/or licenses that may be required and will indemnify and hold harmless GB for any loss or damage caused by any failure on the part of the Lessee to fulfill this obligation.

**Site Preparation:** The Lessee will provide a clear and safe worksite for the installation and erection of the Rented Property at the start of the rental term and for the take-down at the time of removal. The Lessee will inform GB of the existence of any underground utilities (i.e. phone or gas lines, septic system, water lines for pools, electric cables to sheds, etc.)

**Treatment of Equipment:** The Lessee shall not allow or cause anything to be stapled, nailed, pinned, cemented, or otherwise attached or fastened to the Rented Property or any part thereof, unless written consent is given by the GB. The Lessee accepts full responsibility for protecting the Rented Property against loss due to fire, theft, flood, or any other cause and agrees to indemnify GB for any loss or damage that GB is unable to recover for any reason from its insurance company. Further, GB agrees to insure the Rented Property against loss or damage caused by circumstances beyond the control of the Lessee. However, the Lessee in the event of a loss covered by insurance shall pay to GB the amount of the deductible or the cost of repairs, whichever is less. The Lessee is solely responsible for any and all loss or damage of any type to him/herself, his/her employees, or any other person or property resulting from the use of the Rented Property however it may be caused and agrees to indemnify and hold harmless GB from all such loss or damage. The Lessee agrees to maintain at his/her own expense Public Liability insurance in an adequate amount to protect the Lessee and GB from any and all loss or damage

to property or persons of any kind while the Rented property is in the possession or control of the Lessee or is situated on the Lessee's property. In the event the Rented Property or any portion thereof is blown down or damaged in any way, the Lessee will immediately advise GB. GB may then, in its absolute discretion attempt to re-erect or re-install the Rented Property as soon as it is reasonably practical. Should the Lessee suffer some loss of use of the Rented Property, GB may consider a reduction of the rental charge on application of the Lessee. Any such reduction is at the absolute discretion of GB.

**Cleanup/Preparation for Pickup:** All attachments if authorized by GB and personal contents must be removed by the Lessee prior to the removal of the Rented Property and prior to the end of the rental term. Additional fees will apply for the removal/takedown by GB, if not done by the Lessee as above.

**Weather:** The Dome is inherently waterproof; however, GB makes no warranties or representations with respect to the Dome or equipment being completely impenetrable to water and/or other elements. Client agrees that in the event of a predicted or actual storm or excessive winds, GB may dismantle any equipment that has been previously installed to ensure the safety of all involved. There will be no refunds given due to weather cancellations. Instead, an alternative date will be discussed.

**Cancellations:** This agreement may be cancelled by the Lessee at any time fourteen (14) days or more prior to the agreed upon delivery date for the Rented Property, in which case GB will retain the non-refundable retainer. In the event that this contract is cancelled by the Lessee fourteen days or less prior to the scheduled delivery date, the full amount due and owing pursuant to this contract will be paid to GB and GB shall be relieved of any of its further obligations hereunder.

**Defense:** GB shall not be responsible for repairing any holes left by stakes or any other damage resulting from the installation of the Rented Property, including damage to lawns or any other surface. The liability and responsibility of GB is limited to the amount of the agreed rental and the Lessee agrees in the event of any default or breach on the part of GB under this contract to accept as liquidated damages the amount of the agreed rental herein. GB is not responsible for any loss or damage to any underground installations or property of any kind whatsoever.

**Additional Charges:** Additional charges may apply if:

- a) The rented equipment is not ready for removal at the agreed pickup/teardown time;
- b) Customer requires pickups before or after normal business hours;
- c) Site requires custom dome installations (i.e. decks).