

## Outdoor events & Tenting

\_\_\_\_\_ client

**Permits and licenses.** State of KY has new requirement for “public” events and “private” events. EWD will not provide services for events that are classified “public” by the state of KY. Weddings are currently a private event. If necessary for a “private” event, lessee shall at it’s own expense, and prior to installation of the equipment provide all necessary permits, licenses, and other consents.

**Preparation of site.** Lessee agrees to have the site upon which the equipment is to be erected, ready and clear of all obstacles, natural and man made, prior to the arrival of the EWD work crew. Grass areas should be mowed at least 12 hours prior to crew arrival. At the time of break down the Lessee agrees to have the tent cleared of all non-leased equipment and decorations prior to our arrival. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay including waiting time or labor fee.

**Pets.** All dogs and other pets should be restrained from entering the tent area during set up and take down for the safety of the pet and our crew. All dog waste should be removed for the tent/event area prior to EWD arrival. Dog waste cleaning fee will apply to any items exposed.

**Tent staking.** All tents are required to be staked to the ground for proper instillation. EWD will not set up a tent unless staking is allowed by the property owner or venue. EWD does not offer “weighted barrel” anchoring. In cases were drilling in asphalt or concrete is required, EWD will fill and patch the require stake holes at breakdown, client will be responsible for additional fees for drilling and patching.

**Overhead /Underground facilities.** Lessee agrees to have all overhead/underground facilities, in the vicinity of the equipment installation, clearly marked prior to arrival of the EWD’s work crews, by contacting 811 at least 3 days prior to tent set up. Lessee assumes full responsibility for damage to all overhead/underground facilities.

**Weather related risks.** Lessee assumes all weather related risks involved in holding an outdoor-tented event. EWD will endeavor to minimize risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond EWD’s control, Lessee shall still be liable for payment in full of all charges. Lessee will be responsible for additional labor charges, if available, for clean up/reset or to move equipment to an indoor location after initial set up, should the event be relocated to an indoor facility.

**Replacement of malfunctioning equipment.** If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify EWD. EWD will repair or replace the equipment with similar equipment in good working order if available, and if the defect is a result of normal use. EWD is not responsible for any incidental or consequential damage caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.

**Inspection.** Lessee is responsible for inspection of equipment at the time of delivery or set up and to notify EWD immediately should any items not meet his needs or is defective. Lessee will be responsible for all fees and labor charges should additional equipment be needed after initial setup.

**Warranties.** There are no warranties that the equipment is suited for the customers intended used, or that it is free from defects. No warranties of any type are express or implied.

**Inspection by EWD.** EWD shall at all times have the right to enter any premises where the equipment may be located for the purposes of inspection, observation of use, or to remove it from the Lessee’s premise.

**Material.** All tents are subject to stretching and retracting up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof and are to be considered temporary shade structures.

**Fire/fireworks/Cooking under tents.** Lessee agrees not to do any type of cooking, have a fire or fireworks under or within a reasonable distance of the tent. Lessee assumes full responsibility and cost incurred for damage and/or cleaning expense to the tent tops due to cooking processes or flames under or near tents.

**Decorations/lighting.** Only EWD crew or authorized persons may attach or hang anything from any part of the tent. Any décor that will hang from any part of the tent or could possibly touch the tent top must be pre approved. No product that will stain or damage the tent will be allowed. Lessee will be responsible for any liability related to hanging items, damage of any type or cleaning fees.

\_\_\_\_\_ Property owner, I have read and agree to tenting policy

\_\_\_\_\_ Client, I have read and agree to tenting policy