



Seaside Celebrations Rental Agreement

Tim Carrol
Town of Chilmark

Thank you for choosing Seaside Celebrations for your upcoming event on Monday, May 24, 2021. To secure your reservation, please do the following:

1. Read and sign the Seaside Celebrations rental agreement including the Terms and Conditions on the last page. Please familiarize yourself with our policies and your obligations.
2. Fax or email all reviewed and signed documents to either [508 687-9900](tel:5086879900) or celemvy@me.com.
3. If applicable for exemption from sales tax, please provide a current resale certificate.
4. Along with your signed rental agreement, please submit a 50% reservation fee of \$464..5 (via cash, check or major credit card) prior to Friday, April 9, 2021 to confirm this reservation.
5. The Final Balance with Sales Tax of \$464..5 and a security deposit of \$0.00 is due on Monday, May 10, 2021.
6. If your final payment is by check, the security deposit is payable by separate check, or credit card. If your final payment is by credit card, your security deposit is payable by credit card.
7. Damaged, missing items, last minute additions made by you, caterer, coordinator, or other representative, will be deducted from your security deposit with the balance returned to you within three weeks after the event.

Seaside Celebrations P.O. Box 2775 Vineyard Haven, MA 02568

T: (508) 693 0556 F: (508) 693 7380 E: celemvy@me.com www.SeasideCelebrations.com



Seaside Celebrations
Rental Agreement

Billed to Tim Carrol (Town of Chilmark)
 Party for: Town meeting Monday, 5:30-7:30; Event Name: Chilmark Meeting
 1-day rental starting 5/24/2021

Estimate to: Tim Carrol (Town of Chilmark)
 Party for: Town meeting Monday, 5:30-7:30
 Phone: 508-627-0034
 Type of Event: Meeting
 Location: CCC Back Corner Near Tennis courts - will mark
 Number of Guests: TBD
 Type of Seating: TBD
 Caterer:
 Music:
 Florist:

Quan	Days	Item	Notes	Total Price
1	1	20x30 Frame Tent	* No lighting	\$550.00
1	1	9x10 Marquee - White Tent	* Pls advise precise location	\$125.00
100	1	Walls - 7 ft. Clear	* 2 sides 20x30, 2 sides 9x10	\$200.00
			Rental Subtotal	\$875.00
			Sales Tax	\$54.69
			Total	\$929.69
Reservation Fee Due 4/9/21 (50% of Estimate Total)				\$464.50
Security Deposit Due 5/10/21				\$0.00
Rental Balance Due 5/10/21				\$465.19
Total Payments Made				
			Current Balance Due	\$929.69

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Party for: Town meeting Monday, 5:30-7:30; Event Name: Chilmark Meeting

1-day rental starting 5/24/2021

Standard Terms and Conditions

You or your designated agent will be required to sign this contract at the time of deposit. The words: renter, customer, you, mean the signer of this contract who is obligated under it's terms. We, us, our, Seaside Celebrations, refer to Seaside Celebration s Tent & Party Rentals.

1. Physical condition of rental item(s) - You acknowledge that prior to taking the rented item(s) you examined it, and are aware of its condition and that it is in good condition except for any defect noted on this contract. You are responsible for the return of rented items to Seaside Celebrations in the same condition as delivered, except for ordinary wear. In the unlikely event that an item is delivered defective, it is your responsibility to call us immediately and we will either make a replacement or credit your balance.
2. Use of Item(s) - You agree that you are satisfied with the instruction given by Seaside Celebrations in the proper and safe manner of using the item(s) or that you were so familiar and told Seaside Celebration that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item was manufactured and intended. Subleasing or improper use is prohibited.
3. Responsibility for use - You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify, and hold Seaside Celebrations harmless from, and hereby release Seaside Celebration from, any and all claims for any damage to the property or bodily injury (including death) resulting from use, operation or possession of the item(s) or from the defective condition of the item(s) or from any cause. You agree that no warranties expressed or implied, have been made in connection to this rental. No cooking is permitted under tents or marquees unless designated as for this purpose!
4. Responsibility for equipment -From the time an item is rented out until it is returned, you are responsible for it. If an item is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all damages, including labor costs, to replace or repair the item(s). Prior to return or pick-up, all tableware and serving items must be scraped and rinsed free of food particles and repacked in their original containers as delivered. Linens must be free of debris and folded loosely. Do not store in plastic bags! Use of Ashtrays will help prevent unnecessary burns. Linens damaged with burns, cuts, tears and permanent stains or barbecue grease will be charged to your security deposit. Tailgate deliveries must be assembled for tailgate pick-up. At pick-up or upon the return of rental items a complete inventory will be taken. Any damaged, missing items or last minute additions will be deducted from your security. A 30% cleaning charge will be applied to items improperly assembled, returned dirty or covered with food.
5. Item Failure - You agree to discontinue the use of the rented item(s) immediately. At any time should an item become unsafe or in a state of disrepair, you will immediately (one hour or less) notify Seaside Celebrations of the facts. We agree at our discretion to make the item operable within a reasonable amount of time, or to provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. In the unlikely event of unforeseen destruction or damage due to vandalism, weather, etc., making it impossible for Seaside Celebrations to provide the contracted rental item(s) reserved for the customer on a given date, Seaside Celebrations will not be held liable for being unable to provide these item(s). Seaside Celebrations agrees that every consideration will be taken to provide the renter with a like substitute, if available, or will make the item(s) available at another time or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs including item 4. In all events Seaside Celebrations shall not be responsible for injury or damage including consequential damage, resulting from failure or defect of a rented item(s).
6. Reservation Fee - Your payment of the reservation fee signifies you acceptance of the provisions of this contract. Your compliance is assumed if we do not hear otherwise from you in writing. 50% of the total rental is due at the time of reservation. Reservation fees are not refundable. Once reserved, no cancellation or reduction of items will be accepted. Changes or substitutions are limited to availability and subject to the discretion of the management.
7. Payment of rental balance & security deposit - Your remaining balance, security deposit and sales tax are required two weeks prior to the rental date. A security deposit is required on all rentals up to a maximum deposit of \$750.00. Your security deposit will be returned less any missing items, any last minute additions or damages made by you or your caterer three weeks after your event. Security deposits received later than two weeks prior to your event date will be delayed up to four weeks. Additional charges deducted from your security deposit may also include deck installation, extensive dance floor leveling, tent wall installation, tent gutters and deliveries to Chappaquidick.
8. Special installation - In the event that the renter or their agent requests that we attach or abut a tent, marquee or canopy to a house or other private property or requests us to install a rental item(s) in a manner different from the routine installation, the renter accepts full responsibility for this installation. This special installation must be determined in advance and be included in writing on your rental agreement. It is the responsibility of the renter to alert us regarding any sprinkler system or landscape lighting system existing at a tent location. The owner or tenant of the residence must clearly mark or provide us with accurate diagrams of underground pipes or wiring. Any damages, punctures, leaks, breakage, etc. to private property resulting from installation will be the sole responsibility of the signer of this contract.
9. Customer responsibility at delivery - The customer or appointed agent is required to be present at delivery to count and check condition of rental items and to advise on placement of tables and chairs and wall installation. We are not responsible for relocating items after initial positioning. (If crews are available we may be able to return to the site for repositioning and/or wall installation for a fixed service charge of \$50.00 plus any additional rental charges.)
10. Modification of this contract - This paper represents our entire contract and there are no collateral, oral or other agreements outstanding. None of Seaside Celebrations rights may be changed and no extenuation of the terms of this contract may be made except in writing signed by the owner of Seaside Celebrations as applicable and made a part of this contract. Any additions or changes must comply with the conditions of this contract.

Signature

Date

Seaside Celebrations P.O. Box 2775 Vineyard Haven, MA 02568

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