



## The Tent Merchant

202 E. Haley Street, Santa Barbara, CA 93101

Phone: (805) 963-6064 Fax: (805) 963-2107

Website: www.thetentmerchant.com Email: Info@thetentmerchant.com

### Bill To:

La Cuesta High School  
720 Santa Barbara Street  
Santa Barbara, CA 93101

### Deliver To:

Santa Barbara County Court House  
Sunken Gardens  
1100 Anacapa St.  
Santa Barbara, CA 93101  
Access Info: Ranger Gil Villasana 568-2472 or  
Ranger Sue Spencer 681-5652

### Main Contact:

La Cuesta High School  
Suzanne Valenzuela  
Phone: (805)966-0883

### Additional Notes:

7.8.20-RESCHEDULED DUE TO CVD--MOVED TO  
6.1.21--PREVIOUSLY WAS CANCELLED DUE TO CVD-WITH 10%  
CANCELLATION FEE WHICH WAS NOT PAID--SS APPROVED  
REMOVAL OF CANCELLATION FEE--BUT CLIENTS MUST PAY  
DEPOSIT OF 50% TO CONFIRM ORDER-SS  
4.8.20-CANCELLED CVD 19-ORIGNAL  
EVENT/DEL/PU=6.2.20-10% CANCELLATION FEE-EM'D FINAL  
IN-SS  
DUPLICATE FROM 2019--INCREASE FROM 700 TO 750 CHAIRS  
NO SET UP/NO BREAKDOWN

STUDENT PRACTICE BEGINS AT 9AM  
CEREMONY 5PM-6:30PM

Quote No : Q17306

Date Created : July 8, 2020

Revised By : SHERINE

Event Specialist : NICOLE/JANET

Referred By : Client

Ordered By : Suzanne

Delivery : Tue, June 1, 2021 8:15-9:15AM

Pick Up : Tue, June 1, 2021 6PM-7PM ARRIVE

Delivery Method : DELIVERY

Event Starts : Tue, Jun 2, 2020

Event Ends : Tue, Jun 2, 2020

Occasion : Graduation

Guest Count : 750

Set up : No

Payment Term : Due on Receipt

| Description                                                                                | Notes                                                                          | Qty | Unit Price | Total    |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----|------------|----------|
| ++++++DRIVER INSTRUCTIONS++++++                                                            | PLEASE PARK ON EAST ANAPAMU FOR EASIER ACCESS<br><br>NO SET UP<br>NO BREAKDOWN | 1   | \$0.00     | \$0.00   |
| <b>1.DELIVERY/PICK UP</b>                                                                  |                                                                                |     |            |          |
| DELIVERY SANTA BARBARA/CARPINTERIA/GOLETA 1 HOUR<br>ETA (8AM-5PM) MONDAY-SATURDAY          | 8:15AM-9:15AM ARRIVE                                                           | 1   | \$150.00   | \$150.00 |
| PICK UP SANTA BARBARA/CARPINTERIA/GOLETA 1 HOUR<br>ETA EVENING( 5PM-7PM ) MONDAY- SATURDAY | 6PM-7PM ARRIVE                                                                 | 1   | \$225.00   | \$225.00 |
| Set up by TTM Crew Declined by Client - TTM will leave                                     |                                                                                | 1   | \$0.00     | \$0.00   |

## 1.DELIVERY/PICK UP

items stacked on delivery and all items must be restacked for pick up. Client is responsible for set up, breakdown, storage and restacking of all rented items. Please use provided protective covers.

## 2.CHAIRS-NO SET UP /NO BREAK DOWN

|                                                                  |                                                                                                                           |     |        |                   |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----|--------|-------------------|
| White Plastic Folding Chair<br>Chairs Bagged: _____ YES _____ NO | NO SET UP<br>NO BREAK DOWN!!<br><br>***CLIENT MUST HAVE<br>STACKED UPON PICK UP OR<br>WILL BE CHARGED A BREAK<br>DOWN FEE | 750 | \$1.40 | \$1,050.00        |
| <b>Subtotal:</b>                                                 |                                                                                                                           |     |        | \$1,425.00        |
| <b>Damage Waiver:</b>                                            |                                                                                                                           |     |        | \$114.00          |
| <b>Total:</b>                                                    |                                                                                                                           |     |        | <b>\$1,539.00</b> |

Prop & Décor House Showroom at 436 E. Gutierrez St. Santa Barbara, Ca 93101  
Haley Will Call Pick Up & Returns at 202 E. Haley St. Santa Barbara, Ca 93101

Visit our website at [www.thetentmerchant.com](http://www.thetentmerchant.com) <<http://www.thetentmerchant.com>>

**THIS DOCUMENT IS A QUOTE WITH NO GUARANTEE OF RENTAL ITEMS AND/OR RENTAL DATE AVAILABILITY LISTED. ALL DELIVERY AND PICK UP TIMES ARE ESTIMATES UNTIL CONFIRMATION BY VENUE FOR ACCESS, DATES, & TIME.**

### TERMS AND CONDITIONS

PLEASE READ YOUR RENTAL CONTRACT AND REVIEW ALL ITEMS THAT ARE ON YOUR ORDER, DELIVERY & PICK-UP TIMES & DATES, NOTES, INSTRUCTIONS, DELIVERY ADDRESS, CONTACTS, AND BILLING INFORMATION. ALL FINAL NUMBERS MUST BE IN NO LATER THAN (7) SEVEN DAYS PRIOR TO DELIVERY.

**PLEASE NOTE:** A 50% DEPOSIT IS REQUIRED TO SECURE YOUR ORDER. This deposit can be paid by credit card or check. Client must provide THE TENT MERCHANT, INC. with final count 7 days prior to delivery, at which time a final invoice with balance due will be provided. THE RENTAL OF THIS EQUIPMENT IS TO THE CLIENT INDICATED BELOW, FOR THE EVENT AND SPECIFIED DATE INDICATED ON THE INVOICE. THIS EQUIPMENT CANNOT BE SUB-RENTED OR USED BY OTHERS, ONLY THE CLIENT LISTED ON THE CONTRACT.

**CANCELLATION:** There is a 10% cancellation fee for all confirmed orders. 10-5 days prior to delivery there is a 25% cancellation fee. 4-3 days prior to delivery there is a 50% cancellation fee. 2-1 days prior to delivery there is a 75% cancellation fee. There are no refunds the day of delivery.

**FINAL COUNTS/PAYMENTS:** FINAL PAYMENT IS DUE 7 DAYS PRIOR TO DELIVERY DATE, and can be made by credit card or check (unless otherwise noted). FINAL ITEM COUNTS ARE ALSO REQUIRED 7 DAYS PRIOR TO DELIVERY AND CANNOT BE REDUCED AFTER THIS TIME. Final counts for DSL linens are due 10 days prior to delivery because they are specialty linens and shipped from Los Angeles. No orders will be delivered until full payment is received.

**PLEASE NOTE:** Due to conditions beyond our control, the delivery and pick-up time is only an approximate time; an exact time is not guaranteed. Regular delivery in the Santa Barbara vicinity is \$100 from 9am-4pm. Client may also purchase a (1) one-hour specific time window for delivery and pick-up for an additional cost of \$150 for delivery and pick-up each way. THE TENT MERCHANT INC. IS NOT RESPONSIBLE FOR ANY VENDOR FEES, PENALTIES, and/or OVERAGES CHARGED BY OTHER VENDORS HIRED BY THE CLIENT. THIS INCLUDES BUT IS NOT LIMITED TO COORDINATORS, VENUES, FLORISTS, LIGHTING/ELECTRICAL CONTRACTORS, CLERGY, and any other vendors that have been hired by the Client.

**SITE PREPARATION FOR DELIVERY/PICK-UP:** Please be sure your site is ready (lawns mowed, furniture, plants, vehicles moved etc.) before the crew is scheduled to arrive. If the site is not ready or accessible when the crew arrives, the Client will incur an additional fee and/or equipment may not be delivered. All floral arrangements, trash, and decorations of any kind should be removed from tent or other rental equipment before scheduled pick-up time. There will be an additional charge for any items that have to be removed. All chairs and tables should be stacked in designated location as delivered. All dishes, glassware, flatware, and any other catering items should be returned to proper rack or container, dry, rinsed and assembled at designated location for pick-up. Any catering item that is returned dirty (not rinsed) will incur an additional fee. Linens should be food and particle free and shaken out before being placed in laundry bags. Linens that are returned with burns, wax, holes, tears, permanently stained, wet or damp with mildew, or otherwise unusable will be billed at replacement costs.

**MISSING OR DAMAGED ITEMS:** Items not returned within 5 days after event are considered missing. If no items have been returned by this time, the card will be charged for balance due. A detailed invoice of these items will be provided to the Client.

**ALL CONTRACTS REQUIRE THE CLIENT TO SELECT EITHER THE DAMAGE WAIVER OR REPLACEMENT ESTIMATE**

**DAMAGE WAIVER:** A damage waiver may be purchased at 8% of your total order. Damage Waiver is not insurance, nor is it a warranty. It does not cover loss, intentional misuse, theft, cleaning charges, or mildew on linen. The damage waiver covers replacement charges due to accidental damage or breakage due to fire, wind etc. Client must furnish proof of breakage. The damage waiver must be accepted prior to taking possession of the rental items, and is not refundable. If the Client declines the damage waiver, he will be responsible for payment of the all damaged items at the replacement cost.

**REPLACEMENT ESTIMATE:** A replacement estimate is calculated based upon 5% of your total order. This is only an estimate but will be applied to any breakage or shortage of items after the event. Should the entire estimate not be used, the balance will be refunded. If the shortage and replacement amount exceeds the deposit made the client is responsible for the balance on the account.

**WILL CALL PICK-UPS AND RETURNS: WILL CALL RENTALS ARE DUE BACK PER RENTAL CONTRACT DATES LISTED-AN ADDITIONAL WILL**

**CALL LATE FEE WILL BE CHARGED FOR ANY ITEMS NOT RETURNED PER THE RENTAL CONTRACT. IF ITEMS ARE NOT RETURNED A**

**REPLACEMENT FEE WILL BE CHARGED.** As a courtesy to our Will Call Client, The Tent Merchant, Inc. assists in loading and unloading rental equipment on and off the vehicle. Client agrees to hold The Tent Merchant, Inc. harmless of any damage as a result of this courtesy. The Tent Merchant, Inc. will not strap or tie down any rental equipment. This is the responsibility of the Client. Any damage as a result of poorly secured equipment is the responsibility of the Client.

THE CLIENT HOLDS THE TENT MERCHANT INC. HARMLESS FROM INJURY OR DAMAGE AND AGREES TO HOLD HARMLESS THE TENT MERCHANT INC. FROM AND AGAINST ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEY FEES, COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO INJURIES, DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF LOADING AND UNLOADING OF RENTAL EQUIPMENT AND STRAPPING DOWN OF RENTAL EQUIPMENT. Any provided covers for rentals must be used at all times when transporting

items. Any damage to rentals from improper use of coverings is the Client's responsibility. All Will Calls are to be picked up and returned to the 202 E. Haley Street Location.

**SUMMARY: RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICK-UP.** Please be sure all equipment is secured when not in use and protected from weather, including rain. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges will be the Client's responsibility. Be sure all equipment is returned according to these TERMS & CONDITIONS. The Client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

**INDEMNITY/HOLD HARMLESS:** Client will take all necessary precautions regarding equipment rented and protect all persons and property from injury and or damage. Client agrees to hold harmless The Tent Merchant Inc. from and against all liability, claims, judgments, attorneys, fees and costs, of every kind and nature, including, but not limited to injury or death to persons and damage to property, arising out of use, maintenance, instruction, operation, possession, ownership or rental of the equipment rented, however caused, except claims or litigation arising through sole negligence or willful misconduct of The Tent Merchant Inc.

**ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY:** Client is fully aware and acknowledges there is a risk of injury or damage arising out of use or operation of equipment rented hereunder and hereby elects to voluntarily enter into this rental contract and assume all the above risks of injury or damage. Client agrees to release and discharge The Tent Merchant Inc. from any and all responsibility or liability from such injury or damage arising out of use or operation of the equipment. And Client further agrees to waive, release, and discharge any and all claims for injury or damage against The Tent Merchant Inc., which he otherwise may be entitled to assert.

**OPERATORS:** No Operators are furnished, directly or indirectly with the rental equipment.

**INSPECTION OF EQUIPMENT:** Client rents rental equipment on an "as is" basis. Client acknowledges that he has or will, personally inspect the rental equipment prior to use and finds it suitable for Client's needs. Client acknowledges receipt of all items listed in the Rental Contract and that the equipment is in good working order and repair and that the Client understands (without further instruction) its proper operation and use.

**POSSESSION:** Client's right to possession of equipment begins upon equipment leaving The Tent Merchant Inc. and terminates on the agreed return date indicated on the Rental Contract. Retention of possession after this date constitutes a material breach of this Rental Contract. Time is of the essence of this Rental Contract. Customer shall notify The Tent Merchant Inc. immediately of any extension of this Rental Contract and it must be agreed upon in writing. The TITLE of all rental equipment shall remain in the name of the Tent Merchant Inc. If rental equipment is NOT returned, Client is responsible for

**REPLACEMENT COSTS, EXTRA RENTAL FEES, and any other charges related to retention or loss of rental equipment.** Client will contact The Tent Merchant Inc. immediately if rental equipment is levied upon for ANY reason whatsoever, The Tent Merchant Inc. may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Client hereby agrees to indemnify, defend, and hold The Tent Merchant Inc. harmless from any and all claims and costs arising from such retaking and or levy.

**RENTAL PERIOD/PAYMENT:** Rental period is for a maximum of 72 hours unless a longer term is specified in the rental contract. Agreed upon rental dates are specified on the front page of the Rental Contract. Rental charges begin upon equipment leaving The Tent Merchant Inc. and end upon the rental equipment being returned to The Tent Merchant Inc. in an acceptable condition. If rental equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire rental period. The Tent Merchant Inc. may terminate rental at any time and retake the rental equipment without prior notice in the case of violations by Client of any terms or conditions of this Rental Contract. Client agrees to pay for any collection costs and attorney fees incurred in collection of this account or any disputes arising out of the Rental Contract. Client agrees to pay monthly service charge and interest of 10% on all unpaid balance.

**ORDINARY WEAR AND TEAR:** Client is responsible for all damages not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused from ordinary, reasonable, and proper use of the rental equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding capacities, breakage, improper use, abuse, lack of cleaning, dirtying of equipment by paint/mud/plaster/concrete/rosin/rain or any other material.

**COMPLIANCE WITH LAW/ USE OF EQUIPMENT:** Client agrees not to use or allow anyone to use equipment for any illegal purpose or any illegal manner or in an unsafe manner. Client agrees at his sole cost and expense to comply with all municipal, county, state, and federal laws, ordinances, and regulations that may apply to use of the equipment during the rental period. Client further agrees to pay all licenses, fines, fees, permits, and or taxes arising from the use of the rental equipment, including any subsequently determined to be due. **THE TENT MERCHANT INC. IS NOT RESPONSIBLE FOR ANY VENDOR FEES, PENALTIES, and/or OVERAGE CHARGED BY OTHER VENDORS HIRED BY THE CLIENT. THIS INCLUDES BUT IS NOT LIMITED TO COORDINATORS, VENUES, FLORISTS, LIGHTING/ELECTRICAL CONTRACTORS, CLERGY, and any other vendors that have been hired by the Client.** Client shall not allow any person who is not qualified and/or who has not received safety and operating instructions, and/or who does not understand safety instructions, and/or does not utilize safety equipment required to operate and/or use rental equipment. Client shall not allow any person to: use or operate rental equipment when it is in need of repair or when it is in an unsafe condition or situation, modify, misuse, harm, and/or abuse the rental equipment, or permit any repairs to the equipment without The Tent Merchant Inc.'s permission.

**RETURN OF EQUIPMENT:** Client agrees to return to The Tent Merchant Inc. the rental equipment in as good condition as when he received it, ordinary wear and tear excepted by The Tent Merchant Inc. Client is liable for all damages to or loss of equipment and liability incurred prior to equipment's return to The Tent Merchant Inc. Client is responsible for all costs incurred by The Tent Merchant Inc. for recovering and returning damaged equipment to The Tent Merchant Inc. If rental equipment is to be delivered or picked up by The Tent Merchant Inc., Client shall provide a secure storage location and Client accepts all risk including damage to, loss of, and/or liability relative to rental equipment for a reasonable period of time until the equipment is picked up by The Tent Merchant Inc.

**DISCLAIMER OF WARRANTIES:** The Tent Merchant Inc. makes no warranty of merchantability or fitness for any particular use of purpose, either express or implied. There is no warranty or representation that the equipment is fit for a Client's particular intended use or that it is free of latent defects. The Tent Merchant Inc. shall NOT be responsible to the Client or any third party for any loss, damage, and/or injury resulting from, or in any way attributable to the operation of, use of, and/or failure of the equipment. The Tent Merchant Inc. shall not be responsible for any defects or failure unknown to The Tent Merchant Inc. Client's sole remedy for any failure of and/or defect in the rental equipment shall be termination of the Rental charges for that piece of Rental equipment. Client MUST notify The Tent Merchant Inc. immediately of such failures.

**SUBLETTING/LOCATION OF EQUIPMENT:** Client agrees not to SUBLET, LOAN, or ASSIGN rental equipment unless agreed upon by The Tent Merchant Inc. Client shall NOT move the rental equipment from the address at which Client represented it was to be used in the Rental Contract.

**DEFAULT:** Should Client in any way fail to observe or comply with any provision of this Rental Contract, The Tent Merchant Inc. may, at its sole option terminate the Rental Contract, retake the rental equipment, declare any charges due and payable, and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to The Tent Merchant Inc. Exercise of any remedy available to The Tent Merchant Inc. shall not constitute an election of remedies or a waiver of any additional remedies to which The Tent Merchant Inc. may be entitled.

**RETAKE OF EQUIPMENT:** If for any reason, it becomes necessary for The Tent Merchant Inc. to retake the rental equipment, the Client authorizes The Tent Merchant Inc. to retake the rental equipment without prior notice or further legal process, and agrees the Tent Merchant Inc. shall not be liable for any claims for damage or trespass arising out of the removal of the rental equipment.

**LEGAL FEES:** In the event an attorney is retained to enforce a provision of the Rental Contract, the prevailing party in the dispute shall be entitled to recover reasonable attorney fees and court costs in such action, proceeding, in an amount to be determined by the court.

**NOTICE OF NON -WAIVER/SEVERABILITY:** Any failure of The Tent Merchant Inc. to insist upon strict performance by Client as regards any provisions of the Rental Contract shall not be interpreted as a waiver of The Tent Merchant Inc.'s right to demand strict compliance with all and other provisions of the Rental Contract against the Client or any other person. The provisions of this Rental Contract shall be severable so that the unenforceability, invalidity and/or waiver of any provision shall not directly affect any other provision. The rental equipment may contain or produce one or more chemicals known to the State of California to cause cancer, birth defects and/or other reproductive harm.

**CLIENT ACCEPTANCE:**

I HAVE READ AND AGREE TO THE ABOVE and BELOW TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT OF THE RENTAL CONTRACT IS VALID FOR ALL RENTALS RENTED BY THIS CLIENT.

Cancellation: There is a 10% cancellation fee for all confirmed orders. 10-5 days prior to delivery there is a 25% cancellation fee. 4-3 days prior to delivery there is a 50% cancellation fee. 2-1 days prior to delivery there is a 75% cancellation fee. There are no refunds the day of delivery.

**MISSING OR DAMAGED ITEMS:** Items not returned within 5 days after event are considered missing. If no items have been returned by this time, the card will be charged for balance due. A detailed invoice of these items will be provided to the Client.

**CREDIT CARD INFORMATION AND AUTHORIZATION FORM: A CREDIT CARD AUTHORIZATION IS ATTACHED !! PLEASE SIGN AND RETURN WITH PAYMENT INFORMATION!!**  
**YOUR SIGNATURE AUTHORIZES THE TENT MERCHANT INC TO CHARGE YOUR CREDIT CARD FOR ALL RENTAL ITEMS, DEPOSITS, LABOR FEES, DAMAGED/UNRETURNED/LOST/MISSING ITEMS, EXTENDED RENTAL FEES, ALL SERVICES RENDERED. I HAVE READ ALL THE TERMS AND CONDITIONS ON THE PREVIOUS PAGES AND REVIEWED THE ENTIRE RENTAL CONTRACT.**  
**(CREDIT CARD Must be included to reserve equipment even with the 50% cash or check deposit. If a check is returned for insufficient funds, a \$25 service fee will be applied.)**

**GENERAL NOTICE & DISCLAIMER**

UPON SCHEDULED TIME ARRIVAL A GRACE PERIOD OF 30 MINUTES WILL BE ALLOWED TO BEGIN SET/STRIKE AFTER WHICH ANY FURTHER WAITING TIME WILL BE BILLED AT \$75.00 PER 30 MINUTES PER CREW MEMBER ONSITE

\*\*\*\* AN ADDITIONAL RENTAL FEE WILL BE CHARGED FOR ALL ITEMS NOT RETURNED PER CONTRACT DATES\*\*\*\*

\*\*\*\*\*A REPLACEMENT FEE WILL BE CHARGED FOR ITEMS NOT RETURNED\*\*\*

\*\*CLIENT IS RESPONSIBLE FOR COVERING/PROTECTING/SECURING ALL RENTAL EQUIPMENT FROM THE ELEMENTS\*.

\*ALL RENTAL EQUIPMENT MUST BE STORED IN A SECURE AND DRY STORAGE LOCATION UNTIL PICK UP/RETURN.\*

\*\*\*FLOORING/DANCE FLOOR/TENTS/STAGE & OTHER EQUIPMENT WILL BE INSTALLED TO THE BEST OF OUR ABILITY WITH CARE TAKEN TO PREVENT DAMAGE TO EXISTING SURFACES --

\*IT IS CLIENT'S & VENUE'S RESPONSIBILITY TO PROTECT/PREPARE THE EXISTING SURFACES PRIOR TO INSTALL.

\*\*CLIENT UNDERSTAND THAT DAMAGE CAN OCCUR WHICH IS BEYOND THE TENT MERCHANT INC'S ABILITY TO PROTECT AND THE TENT MERCHANT INC WILL NOT BE HELD RESPONSIBLE AS SUCH\*\*\*

\*\*\*\*THE TENT MERCHANT WILL NOT BE HELD RESPONSIBLE FOR VENUE TIME OVERAGE/EXTRA COSTS.\*\*\*

\*\*\*CLIENT SHOULD TAKE INTO CONSIDERATION EXTRA TIME/COST WHEN PLANNING THEIR EVENT\*\*\*\*

**CLIENT ACCEPTANCE:**

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT.

THIS RENTAL CONTRACT IS VALID FOR ALL RENTALS RENTED BY THIS

CLIENT/CUSTOMER. HAS READ AND REVIEWED THE ENTIRE RENTAL CONTRACT.

[SertifiSStamp\_1]]

 7/21/2020

Meg Jette  
Asst. Supt. of Business  
Santa Barbara Unified SD