



Special RENTAL conditions for tent structures of TARTLER Zelte AG (08/2005)

01. Rental contracts will only be signed up and closed according to these **Special and General renting conditions**.
02. All **prices mentioned** are net prices. Any Value Added Tax has to be added to all prices. All prices are only valid for the **named rental period** and **specified tent accommodation**. Changes, which are required during quotation process referring the rental period or the size of the tent structures, have to be calculated for new, because our calculation sheets are founded on different seasonal discounts, on the total sum of erected square meters of tent structures and are founded on different and specified additional equipment.
Any general **permittments** (e.g. the permittment to erect a tent structure) have to be organized by the tenant. Any charges have to be paid by the costumer. Rental of tent accommodation will be **without** any **emergency signs** and **fire distinguisher**, because the requirements to this equipment must be checked out separately with the responsible authorities where the place of erection is located. The tenant is responsible for this kind of equipment for himself.
03. As a base in our calculation we supposed that the place of erection will be **suitable, that means level, well prepared and in general suited for tent structures**. Height differences up to 30cm will be equalized with standard wooden spruce boards. Standard ramps, size 2x1m, out of aluminium will be placed in front of each door. If the differences of height are bigger, we also can equalize these differences against extra charge. All safety regulations caused by unfavourable conditions of the ground (e.g., descent or loadbearing of the ground) have to be fulfilled and charged by the costumer. **The final placement** of the tent accommodation, **routing options** to get to the place of erection or **any supply lines** (electricity, gas or telephone) under the ground, must be checked out and **clearly signed up** during **a place inspection** with the costumer and **BEFORE** a final renting order is worked out. A sketch of this place which shows all supply lines under the ground must be overhanded to TARTLER latest two days before start of erection. Any way TARTLER will not be responsible for any kind of damages if non- recognized supply lines will be damaged during erection process.
04. Unless otherwise agreed, the **forwarding** of the whole material will only be organized by TARTLER Zelte AG according to the schedule which is only determined by TARTLER. These **determined dates** of forwarding, are ultimate and can be eventually arranged with the costumer. This regulations is also valid if the costumer wants to forward the material for himself. All determined dates such as renting period, forwarding-, erection- and dismantling dates of the tent accommodation are important issues of the rental contract. The **routes to the place of erection and the place of erection** itself must be suitable for heavy trucks with up to 38 t total weight and for our 4-way forklifts. In cause of "**Force Majeure**" such as inundation, heavy snow fall or an accident during transport, etc. TARTLER Zelte AG is not responsible for any delay. Any **damages** caused by driving with heavy trucks or forklifts on the ground or caused by the working process during the erection and dismantling of the tent accommodation such as damages of routes, lawns, trees or the underground in general etc., (in special any damages caused by anchoring into the ground), are not in the responsibility of TARTLER Zelte AG. A final cleaning of the place of erection and the deletion of waste and rubbish must be organized by the costumer. If there are any difficulties during forwarding the material to the place of erection (e.g. the clearing of snow, or some obstacles directly at the place of erection, such as parked automobiles), all arising costs for delay will be billed separately. **For all empty boxes of forwarding and storing** the whole material, such as racks for frame parts, boxes for doors etc. it must be possible that they can be stored near to the place of erection without any costs and safe way.
05. A **formless overhanding** of the complete tent accommodation before and after the event has to be held up with one of our project leaders and the tenant. A final cleaning of the tent accommodation in front of the event (e.g. cleaning the carpet by the use of a vacuum cleaner) is not included in our performance, because further workings (e.g. stand building) could cause again some dirt. Only the deficiencies, which are notified during overhanding process have to be equalized without any costs. Only the deficiencies, which are notified during overhanding process have to be equalized without any costs. Deficiencies and or damages which are arising AFTER overhanding process or recognized before dismantling can be billed separately according to agreement. The **mounting** of all additional equipment of the interior, the **placement** of heating- and/or airconditioning systems as well as sanitary equipments can only be done according to a sketch/drawing the tenant agreed before erection. All prices are without supply lines of electricity or water etc. inside the tent. The tenant has to ensure that plenty connections of electricity are available and the supply of water is guaranteed to all rented tools which needs water connections. All rented additional equipment must be given back in a cleaned way. If not, separate cleaning costs have to be billed afterwards.
06. Any **glueing, inscriptions or damaging** of alu frame parts, or all kind of **side awanings** (PVC- hard plastic side walls, roof canvasses, side curtains, doors, interior decorations etc.), as well as **drillings- respective cuttings** of all kind of our **wooden flooring** are strictly forbidden. If any damage will be caused by these reasons, costs for cleaning, repair and costs for renewing the material will be billed separately to the tenant.
07. The reason for **condense water** inside the tent structure is NOT depending on the years season but is only caused by a difference between outside and inside temperature. This problem can only be solved by a professional heating and/or cooling system which guarantees are constant temperature during the whole event. Any damages arising through condens water, in cause of a non- professional heating or cooling behaviour, are not in the response of TARTLER Zelte AG.
08. **Special winter requirements:** If there is snowfall, the whole tent accommodation must be heated up right at the beginning of erection of the roof canvasses and must be maintained up to the dismantling date, that no snow can take place ontop of the roof. As an option the roof must be cleaned of by manpower. If theres any damage caused by snow, the tendant will be responsible for all kind of damages.
09. All tent structures have a **third- party insurance** and are insured against **fire damages**. Further more they are insured against **damages of storm during 01st of april up to 01st of october of each year** up to the damage amount of EUR 615.000,00 and **during 01st of october up to 01st of april of each year** up to the damage amount of EUR 205.000,00.
10. During long time rental projects we can quote for some **service staff**, who will be billed separately after your event and who will be responsible for all kind of arising problems before and during your event. (e.g. damages caused by tempest). Further more the service staff could realize ad hoc required changes directly and he will be your own contact person during your event.
11. **terms of delivery, payment conditions and costs of cancelling**
delivery: according to agreement, a message with start of erection will be oversent latest 6 weeks before the event starts
Zahlung: unless otherwise agreed, the following payment conditions are valid:
60% by closing and signing up the rental contract ,
20% two weeks before start of erection,
20% after overhanding the tent accommodation immediately
If a rental contract will be cancelled we have to charge:
up to 2 months before erection: 10% up to 1 month before erection: 30%* up to 2 weeks before erection: 50%* less than 13 days: 70%*

Complement to special rental conditions "pure renting contracts"

01. All loading and unloading processes are in costumers response, unless otherwise is agreed.
02. All erection and dismantling processes of tent structures, stages, wooden flooring, and additional equipment are in costumers response. However these processes must be accompanied by one of our foreman at minimum. With respect to security reasons and according to the size of the tent structures, the tenant has to supply employable workers according to the time schedule of the renter at minimum, as listed in detail below:

ad. Xtent up to 7,5m span:	04 workers
ad. 04m up to 08m span:	06 workers
ad. 10m up to 16m span:	08 workers
ad. 20m up to 24m span:	12 workers
ad. 32m span:	16 workers
ad. 40m up to 50m span:	20 workers

If more than the required workers can be supplied by the tenant, erection and/or dismantling time can be reduced and costs will decrease.

All workers must be registered at the responsible employer's liability insurance association by the tenant. They further must be provided with all required security equipment according to accident prevention regulations N° 18 "Fliegende Bauten, Schausteller- und Zirkusbetriebe (VBG 72)".

If the tenant is not able to supply the required workers according to the fixed time schedule of the renter, the renter is entitled to change schedule or to order his own staff to erect and/or dismantle the structure. All arising costs out of this non- fulfillment of the tenant, will be charged seperately by the renter and have to be paid by the tenant.