

APPLICATION

All Quotations are made and Confirmations accepted subject to the following Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Company in writing.

Any Confirmations made with the Company shall constitute unqualified acceptance of such Terms and Conditions. These Terms and Conditions shall apply to all Quotations and Confirmations.

DEFINITIONS

'Company' means Kohkos Events or Kohkos & Co. Inc. whose head office is located at 2220 Brow of Mountain Road West, Berwick, NS, B0P 1E0.

'Contract' means the contract for Equipment Rental to be provided by the Company to the Client, which includes these Terms and Conditions.

'Client' is the individual, firm or corporate body hiring the Equipment from the Company.

'Equipment' is the tent(s) or tipi(s) and other materials specified on the Booking Form being owned and maintained by the Company and nothing else. Equipment does not include that of Third Party Suppliers.

'Period of Rental' is the period between completing the erection of the Equipment and beginning the dismantling.

'Site' refers to the location where the Equipment is being erected.

'Rental Charge' is the amount payable by the Client to the Company as specified on the Booking Form.

'Booking Form' is the form issued by the Company to the Client containing details of the Equipment, Period of Rental and Rental Charge.

'Third Party Supplier' is a company or individual not owned directly by the Company and shall not form any party of a contractual obligation between the Company and the Client.

'Third Party Equipment' is equipment owned, supplied, erected and maintained by a Third Party Supplier. All such equipment shall not be the responsibility of the Company.

1. CONDITIONS

a. Unless stated in writing all orders are accepted subject to the Terms and Conditions of renting stated below and the Client by authorizing or allowing work to proceed is deemed to have acknowledged this.

2. THE COMPANY UNDERTAKES:

- a. To deliver the Equipment and proceed to erect it on or before the Set Up date shown on the Booking Form.
- b. To dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Booking Form.

3. THE CLIENT UNDERTAKES:

- a. To pay the deposit and to pay the balance in accordance with the Invoices. The Company reserves the right not to provide the Equipment should payment not be received.
- b. To pay interest on all monies outstanding at the rate of 3% per month.
- c. To provide the Company with either a plan showing the position in which the Equipment is to be erected and all underground services and any apparent obstacles or to make available a representative on the site for that purpose. In the absence of both then the Company having erected the Equipment where it thinks fit shall be deemed to have completed the contract. In any event, the Client and not the Company will be responsible for any damage to underground cables or pipes.
- d. To obtain permits from any authorities who are or may be concerned and to make application where necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any similar authority or organization. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Company by the Client.
- e. Where appropriate to obtain a licence from the Local Authority. Any requirements under the licence must be notified to the Company in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Client shall be notified and the Contract shall be deemed to have been cancelled by the Client.
- f. If any part of the Equipment includes electrical apparatus to provide such power points or supply as may be reasonably required by the Company within 50 ft (15 m) of the Equipment.
- g. Not to enter the Equipment whilst it is being erected or dismantled by the Company.
- h. To keep any part of the Equipment that is a tent or tipi completely closed and secure and in particular any door fastened when not in use.
- i. Not to use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Company.
- j. Not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company.
- k. Not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.
- l. To not, and shall be responsible for ensuring and shall ensure that any third party (including but not limited to any band member, DJ, bar staff, caterer or any other supplier or guest) shall not, place or push any item, material or equipment against the canvas side of any part of the Equipment that is a tent or a tipi.
- m. To allow the Company or its directors, employees or agents at all times to have reasonable access to the Site and to the Equipment to inspect, test, adjust, repair, replace or remove same.
- n. To provide appropriate security from a company of repute where the Equipment is being erected in a public space. Security should be in place during use and when the Equipment is unattended.
- o. To enforce a no smoking policy within the Equipment that is a tent or a tipi at all times.
- p. To seek and obtain the Company's prior permission in writing to use any photographs of the Equipment for commercial purposes.

4. VARIATIONS

- a. The Rental Charge is based on the assumption that the Client provides a firm and level site of turf (or some other material not impervious to stakes and able to absorb rainwater) and is served by a firm access road adjacent to the site with adequate hard-standing for commercial vehicles, is free from flooding, trees and overhead obstruction. If this is not the case or if the Client wishes the Company to erect the Equipment in a different position on the site to the one indicated by the Client to the Company at the time of booking and in either event the costs to the Company are subsequently increased by reason of increase in labour costs or any other factor the Company may increase the price to cover any costs incurred by the Company.
- b. The Company will use all reasonable endeavours to supply the Client with the Equipment but where this is not possible the Company will notify the Client as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental the Client may terminate this contract and any deposit paid will be refunded.
- c. Where the Company and the Client have an agreement for Event Management Services, and the agreed services are not in agreement with any of the Terms and Conditions herein, the Event Management Services Agreement will supersede this document.

5. INSURANCE, LOSS, DAMAGE OR EXCESSIVE SOILING

- a. The Client shall be responsible throughout the Period of Rental for the maintenance and safe custody of the Equipment.
- b. The Client must be satisfied with the Equipment before use and should notify the Company of any incorrect deliveries or unacceptable equipment before use.
- c. The Client shall at its own expense insure Equipment with an insurance company of repute (naming Kohkos Events or Kohkos & Co. Inc. as a loss payee) against all loss or damage (whether or not the Client's or the Company's fault) in an amount equal to its replacement cost new and against liability for any continuing Rental Charges until earlier of: return of Equipment to the Company in good working order and condition (fair wear and tear excepted) or if not capable of economic repair its replacement with equivalent new equipment or receipt by the Company of payment in full of its replacement cost new and all other sums due hereunder.
- d. Client hereby irrevocably authorizes the Company in name and on behalf of Client to make any claims under the insurance in respect of loss of or damage to Equipment, to settle or compromise such claims and to receive and give good discharge to insurers for any monies payable. Client shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
- e. If Equipment is lost or damaged, Client shall notify the Company forthwith, assist in making appropriate claims under such insurance and not without the Company consent settle or compromise any claim.
- f. Client will on request at any time produce to the Company a receipt for current premium and the insurance policy documents in the Client's name and covering all Equipment.
- g. Upon payment of the SECURITY DEPOSIT referred to in the Quotation the above clauses 5c, 5d, 5e, 5f, will not apply. Please note that the SECURITY DEPOSIT is NOT an insurance policy. It does not cover event cancellation, public or employer liability or any other liability, other than loss or accidental damage to the Equipment. The SECURITY DEPOSIT will be returned within 7 days of the Company taking possession of the Equipment undamaged and unsoiled.
- h. The Company accepts no responsibility for loss or damage to any equipment or materials of the Client or any Third Party Equipment, which the Company may agree to store or transport, and any such equipment or materials shall at all times be at the Client's risk.

6. UNDERSTANDING

- a. The Rental Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's directors, employees, agents or contractors.
- b. All sums payable under this Agreement unless otherwise stated are exclusive of HST and other duties or taxes. Any HST or other duties and taxes payable in respect of such sums shall be payable in addition to such sums.
- c. Any other work asked of or required to be done by the Company that is not part of the Agreement, or any unforeseen delays as a result of actions by the Client or other contractors will result in a \$30 per hour per crew member fee.
- d. The Client assumes all weather related risks involved in holding an outdoor-tented event. The company will endeavour to minimize the said risk; however, should the Equipment become unsafe due to high winds, snow, rain, flooding, lightning, extreme cold or heat, or any other weather related factors beyond the Company's control, the Client shall still be liable for payment in full of all charges. In the event of adverse weather conditions, it is the Client's responsibility to evacuate the Equipment for safety purposes.

7. CANCELLATION

- a. Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof, subject to written confirmation of such termination being given by one party to the other within such period. In the event of such termination by either party, the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.
- b. Should the Client wish to cancel the Contract within 28 days prior to the Set Up date shown on the Booking Form, then the Client must pay a full cancellation charge equalling the full value of the Rental Charge.
- c. In the period between the seven days referred to in clause 7a) and the 28 days prior to the Set Up date shown on the Booking Form, if the Client wishes to cancel and the Company is able to re-rent the Equipment then the Client may receive a refund of their deposit, minus an administration charge based on the costs incurred by the Company in re-renting the Equipment.
- d. If the Company has to cancel the Contract for any reason not arising due to the Client's breach of any of the terms of this Agreement, then all monies paid by the Client will be returned to them forthwith, except for exclusions outlined in section 8a.
- e. If the Company is *bona fide* delayed, or hindered in or prevented from the performance of any term, covenant or act required hereunder caused in whole or in part by any acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, arrests, civil disturbances, explosions, breakage of or accident to machinery, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means, any act, omission or event, whether of the kind herein enumerated or otherwise, not within the control of the Company, and which, by the exercise of control of the Company, could not have been prevented, then performance of such term, covenant or act is excused for the period of the delay and, at the Client's option, 1) the Company shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such or 2) the Client shall be entitled to cancel this Contract and the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.
- f. Any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Event shall be paid by the Client on demand.

8. EXCLUSION OF LIABILITY

- a. The Company will make every effort to complete the erection of the Equipment on or before the Set Up date shown on the Booking Form provided that the Client has complied with the undertakings set out above. If the Equipment is not erected on or before the Set Up date shown on the Booking Form the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not erected because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to return any monies paid by the client or give any further compensation to the client.
- b. The Company will take all reasonable care to avoid damage to the Clients' own equipment and property but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's directors, employees, agents or contractors.
- c. The Company shall take no responsibility for or be forced to indemnify by the client, resulting from the failure to supply, breakdown, loss, theft or damage to ANY Third Party Equipment. This specifically includes, but is not limited to, furniture, linens and tableware, generators, lavatories and PA systems. Whilst Third Party Equipment might be included on the Company's Booking Form it is agreed between the Company and the Client that the Company is exempt from any contractual obligation or indemnification resulting from breakdown, failure, theft or loss of equipment provided by a Third Party Supplier. The client will be provided with and must sign an agreement and comply with the Terms and Conditions of Rental specific to the Third Party Supplier supplying any Equipment.

9. THIRD PARTY LIABILITY

- a. The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.

10. MISCELLANEOUS

- a. The Contract shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Nova Scotia and the laws of Canada applicable therein. Any and all disputes arising under the Contract, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the Courts of the Province of Nova Scotia and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of such Province.
- b. The Contract may not be assigned by either the Client or the Company without the prior written consent of the other party.
- c. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, including any successor by reason of amalgamation of any party, administrators and permitted assigns.
- d. If any section or part or parts of sections in these Terms and Conditions are determined to be illegal or unenforceable, it or they shall be considered separate and severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall be binding upon the parties hereto as if such section or sections or part or parts of the sections had never been included.
- e. Any waiver by any party, whether express or implied, of any breach of any term, covenant or condition of the Contract shall not constitute a waiver as to any subsequent breach of the same or of any other term, covenant or condition thereof. Failure of a party to declare any breach upon the occurrence thereof, or any delay by any party in taking action with respect to any breach, shall not waive any such breach.
- f. Time is of the essence in the Contract.