



Rental Service Agreement & Terms

PAPIER VENTURES INC.
DBA VIBRANT OCCASIONS

We want your event to be a success — and that starts with being clear about how we work together. Please review these terms before proceeding. A signature on an invoice constitutes acknowledgment and acceptance of these terms. The person or corporation named as the customer (the "Customer") shall rent from **Papier Ventures Inc. dba Vibrant Occasions** ("Vibrant Occasions") the equipment, items, and/or services at the prices specified on the invoice. This Rental Agreement governs the terms under which the equipment is rented.

KEY RENTAL HIGHLIGHTS

◆ 50% deposit generally required to secure your date	◆ Balance due 15 days before event or delivery	◆ Standard delivery window of ±3 days
◆ Guaranteed delivery available for an added fee	◆ Customer responsible for loss, damage & cleaning	◆ Security deposits released after inspection

1) **AUTHORITY.** Where Customer is a corporation or is other than the person signing the invoice or on Customer's behalf, the person signing the invoice represents and warrants that they have the full right and authority of Customer to sign and enter into this binding Rental Agreement on Customer's behalf.

2) **VIBRANT OCCASIONS REPRESENTATION.** Equipment covered by this Rental Agreement is represented to be in good working order at the time of delivery. It is expressly understood that Vibrant Occasions is not responsible for engineering decisions in connection with equipment use, results accomplished by the equipment, or accidents resulting from its use. Vibrant Occasions does not represent that any equipment is suitable, or will be suitable, for any particular installation or type of work.

3) **USE.** Customer shall operate, maintain, and/or store the Equipment in a clean, safe, and secure place, in the manner contemplated by the manufacturer and/or supplier, and for the sole purpose for which it was manufactured and intended, in accordance with all applicable laws, by-laws, and regulations. **Prohibited Activities:** Cooking, open flames, deep-frying, or the use of smoke/fog machines under or near tents and linens is strictly prohibited; any smoke or grease damage will result in full cleaning or replacement charges. BBQs, grills, cooking equipment, dishware, glassware, cookware, and linens must be returned free of excess food, liquids, grease, charcoal, wax, tape, and debris. Additional cleaning, maintenance, repair, or replacement charges may apply where excessive cleaning or damage is identified.

4) **LOCATION OF USE.** All equipment and merchandise provided are the sole property of Vibrant Occasions. You agree to use the equipment only for its intended purpose and in a safe, secure, and clean manner. You shall not sublet, loan, or move the equipment from the delivery address specified on the invoice without our prior written consent.

5) **TRANSPORTATION.** The rental price is FOB Vibrant Occasions warehouse. The customer will pay all transportation or cartage charges from the warehouse, and return the Equipment back to the warehouse in the same condition as received, with normal wear and tear excepted. The risk and liability for any injury or damage to Equipment from any source or cause whatsoever, from the time Equipment leaves the warehouse until it is returned, will be borne by Customer, and the amount of any damage will be paid to Vibrant Occasions on demand.

6) **PAYMENT OF CHARGES.** Customer shall:

Deposit — a **50% non-refundable deposit** is generally required to secure inventory and event dates. Vibrant Occasions may accept a lesser deposit as specified on the quotation or invoice. Any deposit paid is applied toward the total balance due.

Balance — due in full **fifteen (15) days** prior to the earlier of the scheduled event or delivery date.

Pay all rental charges at the rates set out on the invoice, including applicable taxes, from delivery to return.

Pay all costs for replacement, repair, or restoration of equipment, and compensation for loss of rental income, howsoever caused.

Pay all costs incurred in exercising remedies upon default, including legal fees on a solicitor-and-client basis, bailiff's fees, court costs, and/or transportation charges.

Pay the cost of cleaning any equipment not returned in a reasonably clean condition.

Pay interest on overdue amounts at **2% per month (24% per annum)**.

7) **CANCELLATION POLICY.** Cancellations must be submitted in writing via email to info@vibrantoccasions.ca. The following schedule applies:

30+ days before the event — deposit is forfeited; no further charges apply.

15-29 days before — 75% of the total order value is due.

14 days or fewer before — 100% of the total order value is due.

Event Date Changes — subject to availability and operational capacity, approved at our sole discretion, and may result in revised pricing, fees, or terms. Deposits remain non-refundable and apply to the rescheduled event where applicable.

Cancellations due to weather or circumstances within the Customer's control are not eligible for refunds. Force majeure is handled per Section 11.

8) CHARGE AUTHORIZATION. You authorize Vibrant Occasions to securely store your payment method and charge it for any remaining balances, order modifications, late fees, or damages.

Additional Charges — irrevocable consent is granted to charge the method on file for any additional costs, including but not limited to: equipment damage or permanent staining (incl. candle wax or grease); missing or unreturned items; late return fees or unauthorized extensions; and special cleaning fees for excessively soiled items.

No Further Notice — such charges may be processed without further notice, as your agreement at the time of initial payment constitutes standing consent.

Chargeback Waiver — you waive the right to dispute or “chargeback” any legitimate charges for documented damages, losses, or late fees.

By signing the quote or invoice, you give irrevocable consent for the pre-authorization of associated security deposits and any additional charges to the credit card provided, as remuneration for all future late return charges, damages, and/or loss of Equipment ordered through Vibrant Occasions.

9) SITE PREPARATION & UTILITIES.

Ontario One Call — for equipment requiring staking (tents, etc.), the Customer must contact Ontario One Call (1-800-400-2255) to mark all underground utilities. Vibrant Occasions is not liable for damage to unmarked underground lines.

Site Condition — the site must be level and clear of obstacles; failure to prepare may result in delivery delays or additional labour fees.

Site Readiness — prior to setup, you must ensure the site is ready, including (as applicable) freshly mowed lawns, vehicles moved/keys available, gates and access points unlocked, and the area cleared of furniture, décor, toys, pet waste, debris, snow/ice, and other obstructions.

Standby Fee — if the site is not ready on arrival, you agree to pay a **\$75/hour standby fee** (from arrival until work can safely begin), plus any re-trip, labour, or rescheduling fees.

Rescheduling — if the site is not ready, you authorize us to wait, return later, reschedule, or cancel installation, and you may be charged additional labour, standby time, or re-delivery fees.

Parking / Access — you must ensure safe, reasonably close parking and access for our vehicles and trailers, and agree to pay any parking tickets, towing charges, or parking-related fines incurred during delivery, setup, service calls, or pickup where parking is unavailable or inadequate.

10) PERMITS. The Customer is solely responsible for obtaining and paying for any required municipal building or event permits. Vibrant Occasions is not liable for event interruptions due to missing permits.

11) LIABILITY & FORCE MAJEURE. Vibrant Occasions shall not be liable for any delays, failures, or cancellations caused by circumstances beyond our reasonable control, including adverse weather, acts of God, fire, flood, war, terrorism, strikes, government action, or other force majeure events; in such cases we will make reasonable efforts to communicate promptly and, where possible, offer rescheduling. Our total liability is limited to the amount paid by the Customer under this Rental Agreement, and we are not liable for incidental, consequential, or indirect damages of any kind. Customer is encouraged to obtain independent event insurance against loss, cancellation, or liability arising from their event.

12) DELIVERY AND PICKUP. Standard delivery includes professional setup of tents, staging, and dance floors. Unless otherwise specified, tables and chairs are stacked in a single designated area; setup/takedown of tables and chairs must be booked in advance for an additional fee.

Standard Window — unless stated otherwise or a Guaranteed Delivery Window has been purchased and identified on the invoice, standard delivery and/or pickup may be attempted up to three (3) days before and/or after the event date, based on routing, operational efficiency, weather, staffing, and logistics. Standard dates and times are estimates only and are not guaranteed.

Exclusive / Guaranteed Window — any guaranteed, specific, priority, or “exclusive time” service is available only where the Customer has purchased and paid an additional exclusive delivery fee in advance, confirmed in writing on the invoice. Absent such payment and confirmation, Vibrant Occasions may schedule within the standard window above. The Customer must ensure the delivery location remains accessible during the applicable window.

13) RETURN OF EQUIPMENT. A signature on the return checklist indicating the Equipment has been returned does not constitute acknowledgment that it has been returned in its entirety, in an undamaged condition, or in accordance with this Rental Agreement, and shall not act as a waiver of any of Vibrant Occasions’ rights under this Agreement.

14) TERMINATION. If Customer fails to pay rent when due, becomes bankrupt or insolvent, or violates any provision of this Agreement, Vibrant Occasions may, at its option and without notice, terminate the rental, take possession of the Equipment, and recover all due rent, damages, and expenses incurred in retaking possession.

15) LOSS OR DAMAGE. Customer shall, to the full extent permitted by law, indemnify and save harmless Vibrant Occasions from all claims, demands, suits, losses, costs, expenses (including counsel fees), damages, or recoveries (including settlement amounts) obtained against, imposed upon, or suffered by Vibrant Occasions as a result of Customer’s use or misuse of the Equipment; this indemnity survives termination. Customer is responsible for any loss to rented Equipment (including damage from theft, fire, water, wind, lightning, the elements, or explosions) and must maintain adequate insurance for its full replacement value. Customer agrees to pay the supplier, within ninety days upon demand, the value of any items stolen, lost, damaged, or destroyed in whole or part, whether by theft, fire, loss, act of God, or any other cause whatsoever.

16) INDEMNIFICATION. The Customer agrees to indemnify, defend, and hold harmless Papier Ventures Inc. dba Vibrant Occasions and its employees from any and all claims, suits, or losses (including legal fees) arising out of the Customer’s use, operation, or possession of the equipment.

17) PRIVACY. Your personal information is collected, used, and disclosed in accordance with our Privacy Policy. By entering into this Agreement, you consent to the collection and use of your information as described at vibrantoccasions.ca/privacy-policy/.

18) ASSIGNMENT. Vibrant Occasions may assign its rights and transfer its title and interest in the Equipment to any party without the Customer’s prior written consent. Customer may not assign any rights or obligations under this Agreement without our prior written consent. No ownership or title of the equipment is transferred to Customer under this Agreement.

19) SUBROGATION. In the event of any loss or damage to the Equipment, Vibrant Occasions shall have the right of subrogation concerning any right of Customer to recover against any person, firm, or corporation. Customer will execute whatever instruments are required, cooperate fully with Vibrant Occasions and/or its insurer in prosecuting those rights, and will not take or permit any action to prejudice those rights.

20) **TENTING EQUIPMENT.** Vibrant Occasions agrees to provide Tenting Equipment in a good and workmanlike manner, free of defects and fit for its intended purposes, and to maintain it within the scope of normal wear and tear during the rental term. However, if the Tenting Equipment requires maintenance outside normal wear and tear, or in response to damage or loss caused by Customer or any third party, any services performed by Vibrant Occasions — including diagnosing, repairing, replacing, modifying, installing, or removing — shall be billed and paid separately by Customer in addition to this Agreement.

21) **PERMITS; FITNESS OF PREMISES. A)** Customer agrees to procure, at its sole expense, any permits required for Vibrant Occasions to install Tenting Equipment at the premises; if Customer fails to obtain all required permits, Vibrant Occasions shall not be liable for any delay, incidental or consequential damages, or damages to third parties. Customer shall provide photocopies of all required permits on or before the start of the rental term. **B)** Customer represents and warrants that the premises comply with all environmental, municipal, provincial, and federal regulations and will be fit and prepared for installation before the rental term. Any preparations to maintain the premises in good order — such as removing snow, equipment, or obstacles, or marking electrical, water, gas, or other utility lines above or below ground near the installation — must be done conspicuously by Customer beforehand. If Customer fails to do so, Vibrant Occasions shall not be liable for any delay, incidental or consequential damages, or damages to third parties.

22) **MISCELLANEOUS.**

All parties have required that this Agreement be drawn up in the English language.

This Agreement binds and benefits all parties and their respective heirs, legal representatives, executors, administrators, successors, and permitted assigns.

The Equipment was examined and found to be in first-class condition when received; its use will be discontinued immediately if found unsafe or in disrepair, and Vibrant Occasions notified immediately. Vibrant Occasions will, with reasonable dispatch, replace such equipment in good working condition.

Upon termination, Customer will return the rented Equipment and all attachments/parts to Vibrant Occasions in the same condition as received and pay for all other damage.

Customer will ensure Vibrant Occasions markings on equipment are not removed or defaced.

Possession beyond the agreed rental period without written authorization is an overtime violation, subject to charges of **1.5x the daily rate** per additional day. Extensions must be approved in advance and are subject to availability.

23) **ENFORCEABILITY.** This Agreement is governed by the laws of the Province of Ontario and the laws of Canada. Any actions arising out of this relationship or Agreement shall be filed in and remain in a Court of suitable jurisdiction within Ontario, and the Customer agrees to submit to that jurisdiction.

24) **SEVERABILITY.** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

25) **FACSIMILE OR PHOTOCOPY.** A fully executed facsimile, photocopy, or electronic delivery of this Agreement shall constitute an original document.

26) **WARRANTIES.** Vibrant Occasions makes no warranties, express or implied, as to any matter whatsoever, including the condition of the Equipment, its merchantability or fitness for a particular purpose, or its suitability for Customer's intended use. Aggregate liability, if any, is limited to the amount paid by Customer under this Agreement.

27) **MARKETING / PHOTOS.** You grant Vibrant Occasions permission to take and use photographs and/or video of the rented items and event setup (which may include wide shots of the event space) for our portfolio, website, social media, and other marketing purposes. If you do not want your event photos used, notify us in writing prior to the event date and we will reasonably accommodate your request.

28) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties on its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. There are no warranties, representations, or other agreements except as outlined herein, and it is governed by the laws of Ontario.

CUSTOMER ACKNOWLEDGEMENT & APPROVAL

By signing below and/or approving an invoice or quotation, the Customer confirms they have **read, understood and accepted** all Terms & Conditions contained in this Rental Service Agreement between the Customer and **Papier Ventures Inc. dba Vibrant Occasions.**

CUSTOMER SIGNATURE

CUSTOMER NAME (PRINT)

DATE

CLIENT ID

EVENT DATE

QUOTE / INVOICE #