



TENT RENTAL TERMS and CONDITIONS

TENT RENTAL TERMS and CONDITIONS FOR LUXE CAMP.

DEFINITIONS

- The COMPANY refers to LUXE CAMP.
- The HIRER refers to the person hiring the equipment from the Company and whose name appears on the booking form. The Hirer must be at least 19 years of age.
- The PERIOD OF HIRE refers to the period of time between the arrival of the equipment onsite or the time the equipment is to be picked up, and the time the equipment is removed by the Company or the time the equipment is returned to the Company.
- The EQUIPMENT refers to the bell tent(s) and all furnishings and accessories provided by the Company for the use of the Hirer.
- HIRE CHARGES refers to the total amount due under the invoice, and may include, but is not limited to, delivery, assembly, installation, disassembly and collection of the equipment fees, according to the package hired.
- TERMS AND CONDITIONS refers to this agreement, which forms the contract between the Company and the Hirer.

GENERAL

These TERMS AND CONDITIONS apply to all contracts entered into by the Company and the Hirer, unless expressly stated otherwise by the Company.

By renting any of the LUXE CAMP PACKAGES, the Hirer agrees to and will be bound by these TERMS AND CONDITIONS.

Please read these TERMS AND CONDITIONS carefully before booking. A signed and dated copy, with initials on each page, is required before the booking can be finalized.

The Company invoices by PayPal and are due on receipt.

1. CONDITIONS, QUOTES, DEPOSITS AND CANCELLATION POLICIES

Quotes and deposits are provided for convenience and are not binding on the Company unless a signed copy of the TERMS AND CONDITIONS and the required deposit are received by the Company within 15 days of the date of the quote being provided to the Hirer.

2. TENT HIRE CANCELLATION POLICY

A non-refundable booking deposit of \$50.00 CAD for all tent rentals is required for all confirmed bookings made more than 30 days prior to arrival. The balance is due 30 days prior to rental. If the booking is made less than 30 days prior to rental, the total amount of the package price is due at the time of booking.

For MacDonald Acres Tenting a 100 percent payment is collected at the time of booking, this includes a non-refundable booking fee of \$25.00 CAD.

No refund is offered to cancellations made within 7 days of your tent rental date. You have until 9am seven calendar days prior to the agreed upon tent rental date to cancel and receive a 50% refund. Cancellation less than specified above will not be available for any refunds for any reason.

Cancellations made after the above mentioned deadlines will result in forfeiture of all deposits. If you need to cancel your reservation, please email hello@luxecamp.ca or call 778-989-7842 before the deadlines to receive your deposit refund, minus a \$25 cancellation fee. Text notifications of cancellations are not acceptable.

Reservations for two or more nights will not be offered any refunds for any reason for early departure. Weather related cancellations or departures will not be offered any refunds. Cancellations for long weekends/holidays are not eligible for refunds or credits.

3. RESERVATION POLICY

Must be 25 years of age to book any rental. ID may be asked to be shown.

Check in time for tent sites is 3pm

Check out time is 11am.

Payment is due in full at time of reservation.

Tent rental of any kind requires a valid credit card in the name of the person staying there. There will be a \$300 security deposit held for any damage that may result.

The Company is not responsible for the terms and conditions set by the campground, as set out in the campsite booking.

HIRER is responsible and liable for abiding by the rules and regulations of the campground and subject to package termination according to the campground, should these rules and regulations not be adhered to.

3. PETS

No pets are allowed in the tents at any time.

4. SMOKING

Absolutely NO smoking inside the tent. For the enjoyment of all, please be conscious of where you smoke. By law there is no smoking within 30 meters/10 feet of any doorway. There is no smoking in any public areas. Please ensure your butts find a garbage can, not a fire pit.

5. CAMPGROUND ETIQUETTE

MacDonald Acres is a family run property. Noisy parties, profane language and excessive drinking will not be tolerated. Drinking to intoxication / illegal substances will result in immediate removal from the Campground. Please consider using plastic containers / cups and / or cans. All caps must be placed in the garbage, not in your campfire or on your site. Fireworks and torches are not permitted. The Okanagan is subject to wildfires. Guests must follow all local fire regulations. Failure to do so will be grounds for removal without refund.

Please leave your site as you found it. We work hard to ensure your site is clean prior to your arrival, we ask you do the same for the next patrons. A minimum \$25.00 fee will be applied to the credit card on file for sites left in disarray.

6. CHILDREN

Children are the responsibility of the adults accompanying them. Please ensure children are properly supervised at all times, especially around fires and cooking stoves. Accompanying adults are responsible for any damages caused by their children. No jumping on the beds.

7. GARBAGE

Garbage containers are located beside the house and various areas of the campground. You are to remove all garbage from your tent upon checkout.

8. MACDONALD ACRES LUXURY CAMPING PACKAGE CONDITIONS:

For MacDonald Acres tenting reservations, a refundable security deposit of \$400 per tent is due at time of final payment (30 days prior to arrival). Cancellations made seven or more days in advance of arrival will receive a refund of 50% of the total booking. Cancellations made less than 7 days prior to arrival date: Hirer is responsible for 100% of the package booking price. No refund will be issued.

The COMPANY is not responsible for the terms and conditions set by MacDonald Acres. HIRER is responsible and liable for abiding by the rules and regulations of the campground and subject to package termination according to the campground, should these rules and regulations not be adhered to.

Outdoor shower and portable washroom facilities are those of MacDonald Acres. Any issues that may arise with regards to these outdoor facilities must be reported to MacDonald Acres immediately. The Company is not responsible for these facilities.

9. TENT RENTAL CANCELLATION POLICY (Use outside of MacDonald Acres)

For event tent rentals, 50% of the package price is due upon booking, including a non refundable booking deposit of \$50 per tent. The balance is payable 60 days before the scheduled shipping, delivery or arrival date stipulated on the BOOKING form. Bookings received less than 60 days in advance of the scheduled booking date require payment to be made in full at the time of booking.

A refundable security deposit of \$500 per tent for local events and \$600 per tent for those shipped by courier is charged 48 hours prior to shipping or delivery and refunded within 24 hours of receipt of tents in same

condition back at our West Kelowna location.

Cancellations made up to 14 days prior to the scheduled date for delivery / rental, will receive a refund of 50% of the package hire price. Cancellations made 14 days or less, prior to the scheduled arrival or shipping date will NOT be issued a refund.

10. SITE

(a) The Hire charges are based on the assumption the Hirer has accepted the booking made by LUXE CAMP at a partner campground or property according to the booking agreement or if at a private property location, the Hirer is providing a site that has a flat level firm ground with easy access for motor transport, and that no drains, cables or other services are buried beneath the surface or otherwise concealed. The Hire charges do not include any making good or repairing of damage to the site.

(b) For campground bookings the Company can advise on site selection. The Company will also require information on each of the campers and their requirements, if additional furniture has been ordered. This will be done via email with the purchase details.

(c) The number of campers per tent is restricted to the number agreed upon at booking. No additional campers are permitted.

(d) The Hirer's canvas bell tent will be erected ready for the Hirer's arrival according to the package booked. The Company will erect the tents and equipment where they deem appropriate and shall be deemed to have completed the contract.

(e) For campground bookings, upon arrival the Hirer will be required to sign in at the campground or property, under the terms and conditions of the private campground or property. It is at this point the rental of the Luxe Camp package begins and the tent will be the Hirer's sole responsibility. Should there be any missing equipment or concerns with the rental package upon arrival, the Hirer is responsible for contacting the Company immediately upon check-in.

(f) The refundable security deposit taken prior to arrival will be returned/reimbursed following return and inspection by the Company. A refund is offered provided all materials are accounted for and in the same condition as when provided by the Company.

(g) The Hirer will be invited to take possession of the Luxe Camp Tents at 3pm on the date of their booking if campsite tenting, or at the agreed upon time for private hires. The Hirer agrees to vacate the tent by 11am if campsite tenting or the specified time and date agreed upon for private hires. The Hirer is responsible for notifying the Company of any early departures for a timely collection of equipment and the Hirer is responsible for the care and keeping of the equipment until the check-out time arranged in the booking contract.

(h) The Hirer should never presume that any other equipment is included in the Hire other than what is stated in the Company's booking forms and related website, specific to their booking.

(i) **SITE FOR PRIVATE RESIDENTIAL BOOKINGS**

1. The Hirer is required to select a site that is not susceptible to boggy or has poor drainage. Any flooding caused is the responsibility of the Hirer, when not at a participating campground.
2. The Hirer must ensure that any obstructions to the residential site are removed before The Company arrives. This includes plants, shrubs, trees, vehicles and other materials. The Company reserves the right to apply a discretionary surcharge if obstructions prevent work from commencing.
3. The Hirer must consider and is responsible for making suitable arrangements for access by people with disabilities and emergency services.
4. Appropriate provision of parking must be supplied.

11. TENT USE PRECAUTIONS and RESTRICTIONS

- (a) Do not use candles, matches or open flames of any kind in or near a tent
- (b) Do not cook inside a tent
- (c) Campfires are only allowed when sanctioned by the local fire authority. When building a campfire, it must be downwind and several meters away from a tent. All campfires must be fully extinguish before leaving a campsite or before retiring for the night
- (d) exercise extreme caution when using fuel-powered lanterns or heaters inside a tent and use battery-operated lanterns whenever possible
- (e) Do not refuel lamps, heaters or stoves inside a tent
- (f) Extinguish or turn off all lanterns before going to sleep
- (g) Do not smoke in a tent
- (h) Do not store flammable liquids inside a tent.
- (i) Do not leave food or heavy scented items inside the tent. They may attract wildlife.
- (j) Shoes can not be worn in the tent.

12. DELAY OR FAILURE BY THE COMPANY TO COMPLETE THE CONTRACT

The Company will use its best endeavours to supply the Hirer with the equipment ordered but where this is not possible the Company will notify the Hirer as soon as possible with any alterations to the design and specifications of the equipment. Where alteration is fundamental the Hirer may terminate this contract and any deposit paid will be refunded. In the unfortunate event the Company has to cancel the Hirers camping event due to Force Majeure, including high winds that make it impossible to safely pitch the tents or heavy rain making the ground too wet to make the tents safe, we will offer you a different date with the same package, amount of guests, tents and distance. The Company has no control over the weather and will always assess the situation for the safety of our customers. The Company will always do our best to help find an alternative campsite, however the Company is not obliged to offer the Hirer a refund in part or full for the booking. The Company is not responsible for any incidental damage related to the cancellation, a rescheduling of your booking including but not limited to travel costs. Please ensure you have travel insurance to cover this eventuality.

13. LIMITATION OF LIABILITY OF THE COMPANY

In the event that the Company fails to fulfil any terms of the hire contract the Company's liability is limited to refund or cancellation of any hire charge and in no circumstances will the Company be liable for any indirect, special or consequential loss or damage (whether loss of profit or otherwise) including loss of campground fees, costs, expenses or other claim whatsoever which arises out of or in connection with the hire of the equipment. The Company's entire liability under and in connection with the hire contract shall not exceed the amount of the hire charge. The Company shall not be liable for damage or loss of any of the equipment.

14. PAYMENT

Payments must be made in accordance with the terms stated in the Company's quotation. Should the Hirer's refundable security deposit not be received by the Company within 48 hours before delivery, the Company is not required to fulfill the booking terms and any eligible refunds will be forfeited.

15. LOSS OR DAMAGE

- (a) The Hirer shall during the period of Hire be responsible for the maintenance and safe custody of the Company's equipment.
- (b) The Hirer must be satisfied with the equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable equipment before use.
- (c) The Hirer shall leave the Equipment in a clean and tidy state (dishes washed, tent swept and all doors and windows sealed).

16. THE HIRERS RESPONSIBILITY

- (a) The Hirer shall not enter the equipment whilst the Company is erecting it.
- (b) The Hirer shall keep any part of the equipment that is a framed structure or a tent completely closed and secure while not in use during the period of Hire.
- (c) The Hirer shall not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without written consent of the Company. This includes not adding any additional beds or bedding and adhering to the maximum occupancy of four persons per tent unless otherwise given consent by Company at time of booking.
- (d) The Hirer shall not use any lighting, heating, cooking or other gas or electrical appliances of any kind, other than what is provided for and appropriate to use, inside the Company's tents without the previous consent in writing of the Company. No cooking, storage or use of gas appliances of any kind should be used inside the Company's tents. All gas/propane must be stored outside the Company's tents at all times.
- (e) The Hirer is responsible for any damage and loss caused to the equipment regardless of culpability, and therefore should the security deposit be insufficient to cover costs incurred by the Company, the Hirer will be liable for all costs associated with this damage.
- (f) Any naked flames used on site in proximity to the tent are entirely at the Hirers own risk.
- (g) No animals are allowed inside the Company's tents, without the previous consent in writing of the Company.
- (h) No smoking is allowed inside the Company's tents; Hirers entire \$400 security deposit will be applied for cleaning if tent smells of tobacco smoke and will be deducted from the damage deposit and/or charged directly to the Hirer.
- (i) The Hirer agrees that the Company, its Agents, Officers or Employees, accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage.
- (j) Barbecue equipment or open fires outside are to be placed a minimum of eight feet from the tent and not left unattended whilst in use.
- (k) In certain circumstances, such as the use of private land, The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must take 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 Hirer. Where appropriate obtain a license from the Local Authority. Any requirements under the license must be notified to us in writing, at least 28 days prior to erection. Should the Company for any reason be unable to comply with these requirements, then the Contract will become void and the customer advised accordingly.
- (l) The Hirer will be responsible for any additional costs incurred to the Company as a result of any booked

equipment not being able to be erected/laid due to incorrect measurements, varying height levels or undisclosed site complications of which the Company were not informed in writing.

(m) The Hirer will be responsible for any costs incurred by the Company due to changes being requested once the erecting of tents has begun.

(n) If on arrival to site, the carry from point of parking to point of erection is found to be greater than 20 metres a surcharge may be applied.

(o) Appropriate provision of parking must be supplied and all parking costs (if any), must be paid for by the Hirer in advance of The Company arriving on site.

17. OWNERSHIP

All equipment remains at all times the property of the Company. The Hirer may not subhire or part with possession of the equipment or any part of it and may not allow any lien or encumbrance to be created over the equipment.

18. LIABILITY TO THIRD PARTIES

The Company will not be responsible for and the Hirer will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it be proved that such injury or damage was caused by negligence of the Company.

19. ERECTION AND DISMANTLING

For Luxe Camp Tenting, the Company provides labour for the erection and dismantling and the cost thereof is included in the Hire charges.

20. ATTENDANCE

The Hire charges do not include attendance by the Company's workforce, employed or sub-contracted, except during the actual processes of erecting and dismantling the tent.

21. FORCE MAJEURE

The Company will not be liable for any: Act of God including but not limited to tempest, fire, flood, storm or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services. While every effort will be made by the Company to carry out any booking accepted, however, the full performance of it is subject to variation or cancellation by the Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Company.

22. CHOICE OF LAW

This contract will be governed by the laws of British Columbia and the exclusive jurisdiction of the courts of the province of British Columbia.

23. OTHER

The Company reserves the right to amend their website and terms and conditions at any time, without prior notice, the Hirers obligations not being limited to the above.

24. TERMINATION

The contract will be terminated in the event of non-payment, or if there is a breach of the terms and conditions. If any clause is deemed invalid it will not affect the rest of the terms and conditions.

25. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Company and the Hirer. No verbal representations or arrangements are recognized by the Company. Nothing in this agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

26. CODE OF CONDUCT & ACTIVITY SITE RULES AND REGULATIONS

Hirer understands and agrees to adhere to the Property Code of Conduct and understands the site rules and regulations are in place for the safety of Hirer and all guests of the Property.

27. RISK OF ACCIDENT

Accidents can result from the nature of this activity and can occur with or without any fault on either the part of the Hirer, the Company or the Property, its employees or agents. By participating in this package hire, Hirer acknowledges and accepts the risk of accidents, hazards and dangers in participating in camping and glamping and participates at their own risk, including the possibility of personal injury, fatal injury, property damage or loss that may result. This agreement sets forth the full extent of the Company’s obligations and liabilities in respect of the equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in this agreement. Any condition, warranty or other term concerning the equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded. The Booking is the contract entered into under these terms and conditions and the Hirer acknowledges at time of booking and payment that they have agreed to be bound by them.

I confirm that I am the full age of nineteen (19) years of age or older and I have carefully read and understood the contents of this Waiver and Terms and Conditions and have clarified any concerns with the staff of the Company. I understand that it is a legal document that is binding on me, my heirs, next of kin, executors and administrators and I am waiving certain legal rights which I or my heirs, next of kin, executors and administrators may have against the Company.

Signed

Print Name

Date

Names of party camping with HIRER: Age:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____