

## **Blazing Saddle Western Display Ltd. ~ Terms & Conditions**

Thank you for choosing Blazing Saddle Western Display Ltd. ("Blazing Saddle") to Western-ize your establishment!

Your display is provided on a rental basis, unless other arrangements have been made in writing. All props, wood, whiskey barrels, straw bales and any other props or material supplied by Blazing Saddle are the property of Blazing Saddle and will be picked up after your event. All rental items are the responsibility of the renter and a replacement fee will be charged for any missing or damaged items. Any additional services that are added or changed will be invoiced separately following the event and are due upon receipt.

Please contact your management company or other appropriate decision maker to ensure that Blazing Saddle is authorized to enter your establishment and is aware beforehand of any building restrictions and any protocol they should be aware of (Example: loading dock entrances, freight elevators, permission to place straw bales within the premises, etc.). A detailed floor plan of the event would be appreciated.

Blazing Saddle reserves the right to photograph any displays and use photographs on the Blazing Saddle website or any other advertisement.

### **Displays:**

~Unfortunately, vandalism or violent weather may occur and cause damage to the display provided. Blazing Saddle will do their best to return in a timely fashion, but it is not guaranteed. Repair or teardown may be necessary and will be determined by Blazing Saddle. Depending on the amount of damage/vandalism, a repair fee may be applicable.

~Blazing Saddle shall not be liable for any damages caused to any person or property. The client understands that: (a) the various activities of Blazing Saddle including but not limited to, construction and removal of displays and the delivery of goods; and (b) having a display on its property, involve(s) serious risks to individuals and property (both known and unknown), including but not limited to: (i) vandalism and other intentional destruction; (ii) destructive weather and other acts of God; and (iii) accident, and agrees to assume all such risks and the consequences thereof without any right of recourse against Blazing Saddle. Without limiting the generality of the foregoing, by placing this order you be liable to the Blazing Saddle and its representatives, for any and all losses, costs, damages and expenses whatsoever (including reasonable legal, accounting and other professional costs, expenses, fees and disbursements) which any of them may suffer, sustain, pay or incur and indemnify and hold Blazing Saddle and its representatives harmless the against all actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought against or suffered by you, any of your representatives or any third party whatsoever or which any of them may sustain, pay or incur, resulting or arising, directly or indirectly, from the provision of the services contemplated by this order

~Be advised that our display props are authentic. There is a possibility of dirt, bugs and other beings from our natural world being attached to them.

~Maximum height restriction is 9 feet for all archways. Maximum width restriction is 12 feet for all archways.

~Duration display customers must not remove their wood displays themselves. We realize there is a time crunch for removal after Stampede, however there is a risk for yourself as well as the Blazing Saddle staff. There will be an additional fee if the customer removes the wood/decor themselves. Upon signing the invoice, you agree to give us the entire week following Stampede to remove your decor.

~Your display design is subject to change year to year upon designer and install crew.

~Latest delivery and or pick up time will be 5pm. No exceptions.

~ All prices are subject to change without notice. All items are subject to availability at time of booking.

~Please be advised that you may not receive exactly what is pictured online

### **Straw Bales:**

Please be advised that straw bales are "messy". Blazing Saddle will do their best to clean up after the job is complete, however a thorough cleaning will not be possible. We will only pick up straw bales which are totally intact as we have no way to transport broken bales. We reserve the right to dispose of un-functional (wet/ruined) straw bales in customer garbage disposals, otherwise a compost fee of \$5/bale will be charged.

~Our Fire Retardant bales are prepared within the guidelines and regulations of the Calgary Fire Department in accordance with AFC Division C Article 2.2.1.2. and comply with CAN/ULCD109 and are flame tested frequently.

~Our Fire Retardant bales have been strapped with half inch metal strapping and treated with a fire retardant solution. These securely attached metal straps are designed to keep the bales intact. This is a critical part of the Fire Retarding Process.

~The Fire Retardant solution that is sprayed on the bales is designed to prevent a flame from becoming a fire. If a fully involved fire hits the flame retardant bale, it will slow the fire down, the sought after solution when considering that in the event of a fire, time is of the essence.

~The removal of the tag or metal strapping defies Calgary Fire Department regulations and the bale would no longer be considered fire retardant. If a straw bale should become wet, it must be moved to an outdoor location immediately and would no longer be considered fire retardant.

Therefore, Blazing Saddle is no longer responsible for that bale and the above-mentioned limitation of liability and indemnity applies.

~Although Blazing Saddle does not recommend moving the bales, if it is deemed necessary, when handling bales the customer must ensure that proper safety precautions are used to prevent personal injury as both the metal straps and clasps on bales have very sharp edges. Moving bales by the bale twine, while wearing gloves is the preferred method.

~Following the initial set up by Blazing Saddle, any damaged or destruction of bales which is caused by customer handling or the public, will be the responsibility of the customer and the bales will not be refunded, cleaned up or replaced without an additional charge.

~Be advised that our Straw Bales are authentic and there is a possibility of dirt, bugs and other beings from our natural world being attached to them.

### **Payment is due Upon Set-up:**

Blazing Saddle requires a credit card to secure your booking. This card will be charged in full 30 days after your event if we have not received payment. Please also indicate which type of payment you are submitting. We accept Cash, Cheque or Credit Card. No Terms are offered. Payment is required within 30 days after installation date. A service charge of 2% per month (24% per annum) will be charged on overdue accounts. A charge of \$35.00 will be assessed to all NSF cheques.

### **Cancellations:**

Stampede Events: (June & July) Cancellations must be received 48 hours before event, otherwise a 25% fee will be billed to you.

Out of Season Events: Cancellations must be received 72 hours before event, otherwise a 100% fee will be billed to you

**Blazing Saddle Western Display Ltd.**

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