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ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator

FROM: Deanne Curelo, ATVA

DATE: February 2, 2026

SUBJECT: Approve a Quote with Blue Peak in the amount of \$37,424.50 for the Rental of Tents, Tables, Chairs, and Power for the 2026 Oktoberfest Event

RECOMMENDED MOTION: Approve a quote with Blue Peak for tent and other equipment rentals for Oktoberfest 2026 in the amount of \$37,424.50.

INTRODUCTION

Staff seeks approval to enter into a contract with Blue Peak to provide tents, tables, chairs, and generators for the Village's annual Oktoberfest event in September 2026.

DISCUSSION

The Village organizes a variety of events throughout the year, including Oktoberfest, a three-day celebration held each year the week after Labor Day. To ensure availability, the Village must secure its tent for the event before the Village's budget is approved, due to high demand for outdoor rentals during this time.

For the upcoming Oktoberfest event, staff solicited proposals from Blue Peak, DuPage Tents, Affordable Back Yard Tents, JK Rentals, Joliet Tent, Arlington Rental, and Rose Party. Most vendors contacted were unable to accommodate the tent size traditionally used for Oktoberfest. Staff indicated that alternative tent sizes would be considered, however most vendors were still unable to provide a proposal. Of the seven vendors, only two submitted proposals: Blue Peak and Rose Party.

Blue Peak's proposal includes a larger single tent configuration consistent with prior Oktoberfest events, along with integrated under tent lighting, generators, forklift, and field lighting. Rose Party's proposal reflects a two-tent configuration with a beer garden located between the tents and does not include under tent lighting, generators, forklift, or field lighting.

The Village previously tried a two-tent configuration for Oktoberfest. That layout resulted in a segmented event environment that created separation among attendees and limited overall event flow. In addition, Rose Party's proposal would require supplemental equipment, including light towers and generators, to meet event needs.

When these additional requirements are considered, Blue Peak's proposal provides a more complete event setup and reduces the need for supplemental rentals. Combined with the larger tent configuration, inclusion of all required equipment, and prior experience supporting Village events such as Oktoberfest and ItascaFest, staff recommends awarding the contract to Blue Peak. A detailed comparison of the proposals is provided below.

Comparison of Quotes		
	Blue Peak	Rose Party
Main Tent	60x190	30x150 30x120
Band Tent	30x20	20x30
Stage	4x4	4x4
Generators/Light Towers	Included	Not Included
Tent Lighting	Included	Not Included
Tables & Chairs	Included	Included
Beer Garden	Defined area outside of tent	Utilizes aisle between two tents
Quote Total	\$37,424.50	\$24,249.00

Supplemental Equipment		
	Blue Peak	Rose Party
Quote Total	\$37,424.50	\$24,249.00
Generator/Light Towers	Included in Quote	\$14,500*
Total Cost	\$37,424.50	\$38,749.00

* Estimate cost obtained from Sunbelt Rentals

FISCAL IMPACT

Blue Peak's quote for this year's event is \$37,424.50, a 6.9% increase over last year's cost of \$34,989.50. If approved, this expenditure will be allocated in the FY27 budget under line item 21-00-6900.

STAFF RECOMMENDATION

Staff recommends forwarding this item to the Village Board Meeting on February 3, 2026, for consideration and approval.

ATTACHMENTS

1. Exhibit A – Blue Peak Rental & Services Contract Quote
2. Exhibit B – Rose Party Quote
3. Exhibit C – Sunbelt Pricing

AFTER ACTION STEPS

1. Sign contract and return to vendor
2. Budget tent cost into FY27



Blue Peak

Tents | Structures | Flooring | Power | Customization

Rental & Services Contract

1020 Olympic Drive, Batavia, IL 60510 • P: 630.338.0288 • F: 630.749.4216 • www.BluePeakTents.com

Customer / Bill To
Village of Itasca Dianne Curelo 555 W Irving Park Rd Itasca, Illinois 60143

Deliver To
Oktoberfest 2026 Washington Park Itasca, Illinois 60143

Proposal Date: 1/5/2026
 Proposal #: 103012-A
 Terms: Due on receipt
 Event Date: 09/ 10-13 /2026
 Delivery Date: 09/04/2026
 Pick-up Date:
 Event: Oktoberfest 2026

Qty	Description	Total
	OKTOBERFEST - 2026	
1	60' x 190' White Century Pole Tent on 10' Uprights	12,500.00
195	White Tent Stake Caps	390.00
4	Illuminated Exit Sign	320.00
4	Tent Fire Extinguisher	320.00
1	Italian Cafe Bistro Lighting, 60' x 190'; 11 watt clear bulbs on white strands are professionally swagged on the interior of the tent to create the atmosphere of an Italian Cafe	3,750.00
1	9M x 6M x 3M Structure ***Equates to approximately 30' x 20' x 10'***	1,475.00
5	3M x 3M Solid White Structure Sidewall	450.00
28	4x4 Bil-Jax Stage Panel (16' deep x 28' wide x 24"High)	1,106.00
1	Black Astroturf Stage Covering	655.00
1	Stage Steps up to 36"	150.00
111	8'x30" Rectangular Banquet Table ***5- Beer Sales / 3- Merchandise / 1-Sound Stage / 79 Seating Area / 10 Scattered Outside Tent Area ***	1,498.50
30	30" Highboy Cocktail Table **** 12- Beer Garden Area / 7- Across from Stage / 18 Beer Side Area***	435.00
700	Folding Chair - Gray Seat/Gray Frame	1,750.00
9	Stained Wood, Self-Standing Lighting poles for outdoor bistro lighting - Includes 350lb base weight covered in stained wood box and wood cocktail table attachment ***Above Tent Structure installed frame only with Bistro Lighting swagged on framework to create outdoor cafe***	810.00
1	Italian Cafe Bistro Lighting, 50' x 50'; Warm, clear, LED bulbs on white strands are professionally swagged on the interior of the tent to create the atmosphere of an Italian Cafe	650.00
1	50kW Generator - Cam Loc or Tails	2,345.00
1	Generator Delivery & Pick-up w/ Pick-up Truck, M-F 7am-3pm	390.00
12	8' Generator Grounding Rod	360.00
2	20kW Generator and Power Distribution Package; Seven (7) 20amp circuits. Includes installation, Two 50amp power boxes, 100' of Cables for power box supply	4,250.00

Proposal pricing good for 30 days from date of proposal. Scope of work and proposal pricing is reflective of supplier pricing, event date, event location, current labor rates. Changes of scope of work may affect pricing.

I, the Customer or authorized representative of the Customer, have been given and read the Terms and Conditions of the Rental & Services Contract attached hereto and I agree to these terms from Blue Peak Tents, Inc. and these Terms and Conditions are made part of this Contract.

Estimated Total

Signature: _____ Date: _____



Blue Peak

Tents | Structures | Flooring | Power | Customization

Rental & Services Contract

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Customer / Bill To
Village of Itasca Dieanne Curelo 555 W Irving Park Rd Itasca, Illinois 60143

Deliver To
Oktoberfest 2026 Washington Park Itasca, Illinois 60143

Proposal Date: 1/5/2026
Proposal #: 103012-A
Terms: Due on receipt
Event Date: 09/ 10-13 /2026
Delivery Date: 09/04/2026
Pick-up Date:
Event: Oktoberfest 2026

Qty	Description	Total
2	Generator Delivery & Pick-up w/ Pick-up Truck, M-F 7am-3pm	780.00
1	Towable Light Tower	510.00
1	Light Tower Delivery & Pick-up w/ Pick-up Truck, M-F 7am-3pm	390.00
1	On-site Fork Lift	900.00
	Subtotal	36,184.50
2	Standard Items Delivery, M-F 7am-3pm; per truck	620.00
2	Standard Items Pick-up, M-F 7am-3pm; per truck	620.00

Proposal pricing good for 30 days from date of proposal. Scope of work and proposal pricing is reflective of supplier pricing, event date, event location, current labor rates. Changes of scope of work may affect pricing.

I, the Customer or authorized representative of the Customer, have been given and read the Terms and Conditions of the Rental & Services Contract attached hereto and I agree to these terms from Blue Peak Tents, Inc. and these Terms and Conditions are made part of this Contract.

Estimated Total \$37,424.50

Signature: _____ Date: _____

CUSTOMER RESPONSIBILITIES & TIMELINE

Up to 18 months Prior to Event:

1. Reserve your tent and other necessary rental items as far in advance as possible. This secures time on our schedule, labor, trucks, and rental items for the event/project. Changes can be made to the contract which will adjust price up or down (see Terms and Conditions)
2. To reserve items there is a 33% non-refundable initial payment due by ACH withdrawal, check, wire, or credit card. A second payment of 33% of the balance is due 60 days prior to the event. Final payment is due two weeks prior to the Event. Most payments can be made through our payment portal at www.bluepeaktents.com/payment

Two Weeks Prior to Event:

1. Final counts on items such as tables and chairs are due two weeks before the event. There may be charges for significant cancellations, please see our Terms and Conditions.
2. Final payment of the items is due.

One Week Prior to Event:

1. Make sure the area of the installation is ready when crews arrive. If grass needs to be cut or landscaping needs to be done, please have that completed before crews arrive. Additional fees may be incurred if crews need to wait for installation sites to be ready.
2. Have all private underground utilities and underground obstructions marked for their locations. This includes private gas lines, water pipes, sprinkler lines, drain tiles, septic tanks/fields that were installed by you, the property owner, or previous property owners. These lines will not be marked by our public marking system. It is the responsibility of the customer to properly mark these private lines and Blue Peak is not responsible for damage to private underground systems if not accurately marked. Marking of sprinkler heads does not constitute an accurate marking of sprinkler lines.

Blue Peak Tents will contact J.U.L.I.E. to mark for all public utilities such as public gas lines, phone lines, water/sewer lines, and power lines.

3. Blue Peak staff will call you between 4-7 days before your scheduled delivery to inform you of the date and time window for installation, usually a 3 hour block of time for arrival. Our crews will also call you when they are on their way to your site, usually 15 minutes to one hour ahead of arrival. We recognize and respect that our customers lead busy lives, however, there are some variables out of our control that may cause delays such as traffic, weather, or problems with a previous installation. We will try to communicate these delays to you, but do ask for as much flexibility as possible on the day of delivery.

When we arrive:

1. Unless otherwise prearranged, there must be a site contact or customer representative on-site and available when our crews arrive and when we finish with the installation.
2. Please have the area cleared & ready when crews arrive. If the event is taking place in a parking lot, please make sure all cars are moved prior to arrival. To keep pricing competitive, we base all deliveries and set-ups as ground level deliveries within 50' of truck access. Any additional time spent waiting for areas to be cleared or excessive carrying of equipment for which we did not accommodate for by sending extra staff, will be assessed an additional charge. **We do not deliver up or down stairways.**
3. Pricing for all orders includes set-up and take-down of all major items, excluding tables and chairs which are the responsibility of the customer, unless otherwise contracted. **We do not set-up, install, or move any items/equipment that which is not owned by us.**

Before we arrive for pick-up:

1. We normally pick-up items 1-3 days after your event. We do not schedule exact pick-up times, however, we will try to communicate with you an approximate pick-up time or try to accommodate for pick-up time requests.
2. Please remove all decorations, lights, and personal items from your tent or event site before we arrive. Any time spent by Blue Peak staff to move or remove personal items will be billed appropriately. We will not be responsible for any damaged or missing items left in the tent upon arrival for removal.

TERMS AND CONDITIONS OF RENTAL AND SERVICES CONTRACT

1. **TERMS AND CONDITIONS GOVERN.** The following Terms and Conditions of Rental and Services Contract (“Terms”) shall apply to and govern all transactions and sale of Rental Items and Services (as defined hereinbelow) between Blue Peak Tents, Inc. (“Blue Peak”) and Blue Peak’s customer (“Customer”). These Terms shall apply to, be made a part of, and are incorporated into all agreements with respect to the rental of certain equipment and related Services from Blue Peak to Customer pursuant to any proposal, invoice, contract, or other document between Blue Peak and Customer including without limitation, any Rental and Services Contract (collectively, “Contract”). In the event of any conflict between any provision of any Contract and these Terms, these Terms shall control.
2. **DEFINITIONS.** The specifics of any and all agreements between Blue Peak and Customer will be set forth in the Contract. Blue Peak shall not be bound and no document will constitute a Contract unless and until such document is accepted by Blue Peak upon Blue Peak’s execution of the Contract by its President or his designee (once so accepted, a “Contract”). However, acceptance by Blue Peak of a Contract or performance by Blue Peak is pursuant to these Terms only. The tents, materials and equipment Customer is leasing from Blue Peak, as more fully described on the **Contract**, are the “Rental Item” or “Rental Items.” The address(es) of such use, as set forth on the Contract, are the “**Location(s)**”. The date or period of such use from the delivery of and return of the Rental Items is the “**Rental Period**.” The use of the Rental Items at the Location(s) for the designated Rental Period comprise the “**Event**.” The delivery, installation and removal of the Rental Items by Blue Peak are collectively the “**Services**.” The estimated price for use of the Rental Items and the Services is set forth on the Contract (“**Estimated Total**”); the Estimated Total, plus all charges accruing hereunder during the Rental Period and until return of the Rental Items to Blue Peak as required hereunder, is the “**Total**.” Estimated Total includes a five percent (5%) (of the Estimated Total, adjusted to 5% of the Total) charge for an Equipment Protection Plan, unless specifically declined by Customer as provided herein, to cover certain accidental damage or loss to Rental Items for which Customer is responsible hereunder for Rental Items, which plan is more fully described in Paragraph 9 below. Customer may decline such coverage by checking the decline box below or notifying Blue Peak in writing that it declines the coverage, as long as Blue Peak receives such notice prior to the delivery of the Rental Items.
3. **PAYMENTS; EFFECTIVE DATE; RENTAL CONTRACT.** Unless waived by Blue Peak in writing, prepayments of Estimated Total (“**Payments**”) are required prior to the Event in amounts not less than the following: one-third upon execution of the Contract, an additional one-third sixty (60) days prior to the Event, and the final one-third two (2) weeks prior to the Event. Except as otherwise expressly provided in the Contract, all such Payments are **non-refundable**. Any additional charges for additional Rental Items ordered by Customer and approved by Blue Peak between the final Payment and the Event shall be paid by Customer by credit card prior to the Event. The Contract (and these Terms) shall be effective, and Blue Peak will reserve the Rental Items for the Event, upon receipt by Blue Peak of both of the following: the Contract, signed by Customer; and the initial Payment (“**Effective Date**”). Pursuant to the Contract (and these Terms), Customer agrees to rent the Rental Items for the Rental Period and to timely pay the Total to Blue Peak for the Rental Period as provided herein, including the Payments when due, until all Rental Items have been returned as required by the Contract (and these Terms), including for all periods extending beyond the Rental Period due to Customer’s action or inaction.
4. **LIMITED RIGHT TO REFUND OF PAYMENTS.** The Payments are required to hold the Rental Items for the Customer for the Event. Additionally, following the Effective Date, Blue Peak will commence preparations for the Event, which requires expenditure by Blue Peak of significant time, effort, and costs which are incurred regardless of whether the Customer later cancels the Event. Therefore, all Payments are **non-refundable** except in the following limited circumstances: any initial Payment is **non-refundable** unless Blue Peak receives a written notice terminating the Contract and these Terms within three (3) business days after the Effective Date, and such termination is more than two weeks prior to the Event. The final Payment is **non-refundable** unless Blue Peak receives written notice of cancellation at least three (3) business days prior to the delivery date for the Rental Items. Except for the foregoing, in the event of any cancellation or termination of the Contract (and these Terms) by Customer prior to the end of the Rental Period or the Event, Blue Peak is entitled to retain all such Payments, in addition to Customer’s obligation to pay all Total due and all other damages to which Blue Peak is entitled. Customer hereby acknowledges and agrees that, except in the limited circumstances noted above, the Payments are **non-refundable**. Customer further agrees and acknowledges that, unless otherwise agreed in advance by Blue Peak, Payments are non-transferrable between customers, locations, events, and/or rental periods.
5. **CHANGES; CHANGES IN FLOOR COVERINGS.** With Blue Peak’s prior written approval not less than two (2) weeks prior to the Event, Customer may add available Rental Items, or remove Rental Items from the Contract; provided, however, that in the event any removal results in reduction of the Estimated Total by more than ten percent (10%), Blue Peak shall be entitled to retain the initial Payment based on the original order plus the entire Estimated Total for the revised order. In all circumstances, the addition of Rental Items shall require an additional Payment to reach the required one-third, two-thirds or full Payment levels. However, no portion of any Payment shall be returned upon a reduction in Rental Items. Floor coverings such as astroturf, Turflawn, hardwood or carpet are custom ordered, and paid for by Blue Peak, for each Event. Upon written request to Blue Peak, Customer may request changes to, or cancel, floor covering products up to ninety (90) days prior to the Event with no cancellation or change fee. Cancellations of floor covering products within 90 days of the Event commencement date cannot be cancelled and are subject to a cancellation fee of 100% of the contracted cost of the flooring product. Customer may request to add Rental Items and/or Services within two (2) weeks of the Event and during the Rental Period which Blue Peak may, at its sole option, agree to provide; however, Customer shall pay Blue Peak for all additional charges for such additional Rental Items and/or Services immediately prior to Blue Peak providing same and such additional charges (which shall be prepaid) shall be deemed to be included in the Total.
6. **PRICING CHANGES; OTHER PAYMENT TERMS.** For any Contract for which the Event is more than six (6) months after the Effective Date, Blue Peak reserves the right to increase the prices set forth in the Contract upon written notice to Customer, provided that any such price increase shall not exceed the greater of: (x) the December to December increase in the CPI-U for the last calendar year for which it has been published by the Bureau of Labor Statistics, or (y) three (3) percent, over pricing in the Contract. If any Payment is not made when due, without waiving Customer’s default, Customer shall pay Blue Peak interest equal to 1 percent (1%) per month on any overdue balance until paid in full (including such late fee) but not to exceed any amount allowed by applicable law. Additionally, a three percent (3%) convenience charge will be added to all credit card payments by Customer toward any Payments hereunder except for that portion of the initial Payment which is less than Five Thousand Dollars (\$5,000.00).
7. **SELECTION, DELIVERY, INSPECTION AND ACCEPTANCE.** All Rental Items are selected by Customer or Customer’s representative for the Event based on Customer’s needs and requirements for the Event. Customer or Customer’s on-site representative shall be present at delivery to sign for and inspect all Rental Items at the time of delivery and installation and to direct crews as to tent and other Rental Items placement. Customer shall notify Blue Peak in writing upon delivery and inspection of Rental Items (but not later than 24 hours thereafter) of any failure by Blue Peak to deliver the Rental Items in the appropriate quantity or otherwise in a manner consistent with the Customer’s order and these Terms. Customer shall provide such notice to Blue Peak if the Rental Items are not consistent with the Customer’s order and these Terms, if any of the Rental Items are not in good condition or repair or are damaged, if the Rental Items were not installed or the Services were not provided in a commercially reasonable manner, or if Customer has any questions about operation or use of the Rental Items. If Customer does not timely deliver any such notice to Blue Peak, Customer shall have accepted the Rental Items and such acceptance constitutes Customer’s agreement and representation as to all of the following: that the Customer has received all of the Rental Items ordered in the appropriate quantity, that the Rental Items are consistent with Customer’s order and in good working order and in good condition and repair; that Customer understands the proper operation and use of the Rental Items, and that the Rental Items were installed and the delivery and installation Services were performed in a commercially reasonable manner. If the Customer or Customer’s on-site representative is not present at completion of delivery or installation, Customer waives its right to inspect and reject the Rental Items and delivery and installation Services and instead has accepted the Rental Items and Services and represents that Customer has received all of the Rental Items ordered in the appropriate quantity, that the Rental Items are consistent with Customer’s order and in good working order and in good condition and repair; that Customer understands the proper operation and use of the Rental Items, and that the Rental Items were installed and the delivery and installation Services were performed in a commercially reasonable manner.

8. **ADDITIONAL CUSTOMER OBLIGATIONS AND REPRESENTATIONS.**

- A. Obtain permits. Customer shall timely obtain all licenses, permits, authorizations and approvals required for the installation and use of the Rental Items for the Event, including without limitation the permission of any owner of the real property on which the Rental Items are installed. Customer acknowledges that the inability to obtain any required permit, license or approval does not excuse Customer's performance hereunder. By accepting the Rental Items upon delivery, Customer represents and warrants to Blue Peak that Customer has obtained all such licenses, permits, authorizations and approvals.
- B. Mark private utilities. Prior to the delivery date, Customer shall mark all private utility or other underground lines at the Location, including any underground sprinkler systems, sewer or septic lines, wiring, pipes, or any other interferences.
- C. Prepare Location. Customer shall provide a Location free of obstructions such as trees, poles, and the like at the time of delivery. Areas of tent installation must be of adequate size with a minimum of 10 feet of space around the entire perimeter of the tent for staking. Customer will be charged additional fees if Blue Peak staff is required to wait while the Location is cleared.
- D. Comply with all applicable laws and regulations. Customer shall use the Rental Items for their intended purpose, in a safe manner, and in accordance with all applicable federal, state and municipal laws, ordinance and regulations which apply to the use of the Rental Items. Customer shall not use, or allow any person to use, the Rental Items in any illegal or unsafe manner, or without using any required safety equipment.
- E. Take safety precautions. Customer shall take all necessary precautions for the safety and protection from injury or damage of persons and property while using, occupying or entering and exiting tents or other Rental Items.
- F. No repositioning or removal from the Location. Customer shall not move, reposition, or remove any of the Rental Items from the Location.
- G. Evacuate in inclement weather. Customer is responsible for monitoring local weather conditions during the Rental Period. Customer shall evacuate tents if the following weather conditions. **TENTS SHOULD BE EVACUATED IF SUSTAINED WINDS ARE GREATER THAN 25MPH, WIND GUSTS IN EXCESS OF 40MPH, OR IF LIGHTNING IS DETECTED WITHIN 10 MILES.**
- H. Obtain insurance. Customer shall obtain and maintain during the Rental Period liability insurance in amounts acceptable to Blue Peaks to cover property damage, death, personal injury, and similar damages relating to Customer's use of the Rental Items at the Location. Customer shall cause Blue Peaks to be named as an additional insured on all such policies. Customer shall provide Blue Peak with certificates and/or endorsements reflecting such coverage upon Blue Peak's request.
- I. Accident Reports. If any Rental Items are damaged, lost, stolen, or destroyed, or allegedly fails during an Event or while the Rental Items are being used, maintained or are in the possession of Customer, or if any other property is damaged, or if any person is injured or dies during an Event, Customer shall immediately notify Blue Peak of the occurrence. Customer and its employees and/or agents shall cooperate fully with Blue Peak and all insurers providing insurance under these Terms and shall cooperate in the investigation and defense of any claims. Customer shall promptly deliver to Blue Peak any documents served or delivered to Customer or its employees or agents in connection with any claim or proceeding at law or in equity threatened or commenced against Customer and/or Blue Peak in connection with such occurrence or the Event. In addition, Customer shall indemnify, defend and hold Blue Peak harmless as set forth in Paragraph 15 of these Terms.
- J. Remove all personal property prior to return of Rental Items. Customer shall remove all of Customer's personal property, decorations and all items other than Rental Items from the tent(s) prior to the scheduled removal date. Blue Peak is not responsible for lost or missing personal items which were left in the tent. All such items which are not removed shall be deemed abandoned by Customer.
- K. Proper care and return of Rental Items. At the end of the Rental Period, Customer shall return all Rental Items to Blue Peak in the same condition in which they were received. Customer shall pay or reimburse Blue Peak for the repair or replacement, as necessary in Blue Peak's sole discretion, of Rental Items which were damaged during the Rental Period or which were not returned to Blue Peak. Damage includes, without limitation, damage due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; or dirtying with, paint, dirt or mud, plaster, ash, concrete, rosin, wax or any other material, or any similar damage.
- L. Grant of Right to Enter. Customer hereby grants Blue Peak the right to enter the premises where the Rental Items are located and/or the Location upon prior written notice for the purposes of inspecting the Rental Items, observing their use, or removing them, and Customer hereby waives any claim against Blue Peak for trespass or any other cause of action whatsoever in connection with such entry by Blue Peak.

9. **EQUIPMENT PROTECTION PLAN.** If the Equipment Protection Plan ("EPP") is selected by Customer below, Blue Peak shall waive claims against the Customer for repair or replacement costs for accidental damage, cleaning fees or loss (other than as excluded in this Paragraph) of Rental Items. The EPP does not cover, and Customer at all times remains responsible for: loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory, damage due to vandalism, or use by Customer of the Rental Items in violation of any of the terms of the Contract or these Terms.

Initial one: ☐ Accept EPP ☐ Decline EPP. If Customer fails to check a box, the five percent (5%) EPP charge will be included in the Total.

10. **ASSUMPTION OF RISK OF USE.** Customer agrees and acknowledges that Rental Items, including without limitation, tents, floors, chairs, and power sources, as temporary structures and items, are inherently dangerous, particularly in storms or severe weather. Tents, flooring, chairs and power sources are designed for use in normal weather and ground conditions. Further, Blue Peak has no control over Customer's use or maintenance of the tents, flooring, chairs, power sources or any other Rental Items. By way of example and without limitation, tents may collapse, move, leak, overturn, catch fire or otherwise fail in storms, high winds or other severe weather. Flooring may collapse, break, sink or otherwise fail based upon weather and ground conditions, use by the Customer and its guests including dancing, jumping, and other activities that exert load on the flooring and/or other use or conditions that are out of Blue Peak's control. Any flooring used for dancing may become slippery and cause falls, injury and/or death. Power sources including generators can cause injury or death or may fail. **Customer assumes all risks associated with the Event, the use of the tents, flooring, chairs, power sources and all other Rental Items provided by Blue Peak.** Customer hereby releases and discharges Blue Peak from any and all liability related to the use of the tents, flooring, chairs, power sources or any Rental Items by Customer from any failure of Rental Items during the Event, from the inability to use any of the Rental Items, from the termination of the Event, and from injury or damage sustained during Customer's use of the tent and other Rental Items or otherwise during the Event. Customer assumes all risks, including weather-related risks, involved in holding an outdoor tented event. Blue Peak may endeavor to minimize said risk, however, if the tenting or any other Rental Item becomes unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor or condition beyond Blue Peak's control despite any efforts or lack thereof taken or not taken by Blue Peak, Customer shall be liable for all risks and for payment in full of the Total and all charges. Further, Customer assumes all risk in connection with the placement of Customer's personal property under tents and other Rental Items, and in connection with the installation, placement, and removal of Rental Items. All of the foregoing may result in incidental damage to Customer's real and personal property, including to surfaces on which Rental Items are installed. By way of example, but not limitation, flooring products, full tent floors and dance floors, may cause discoloring or kill grass surfaces or otherwise damage grass under the floor, or may cause cracking, scratches or other damages on or to installed surfaces and equipment used to install or remove Rental Items (including without limitation, forklifts and cranes) may cause damage to grass (including ruts and tire marks), damage to hard surfaces such as driveways and patios (including marking, cracking, and/or staining related to leaked fluids) and other damage. Customer assumes all risk of such damage. Blue Peak is not responsible for returning or restoring any such damaged property to its original state or replacing any such property, and Customer hereby releases Blue Peak from any liability for any such damage, restoration or replacement.

11. **CUSTOMER ACKNOWLEDGMENTS.**

- A. Assumption of Risk. Customer acknowledges that it assumes all risk of any loss or damage in connection with the Rental Items and the Event as described in Paragraph 10.
- B. Acknowledgment of delivery restrictions. Customer acknowledges that Blue Peak only provides delivery and set up on ground level. Blue Peak does not deliver up or down stairways. Estimated Total is based upon delivery and installation within 50 feet of truck access. Customer

will be charged for additional time required for carrying of equipment where such access is not provided.

- C. Acknowledgment of installation delay due to conditions or weather. Customer agrees and acknowledges that Blue Peak shall not be required to install Rental Items at any time when rains, wind, etc. makes work unsafe for employees and/or equipment. Blue Peak shall not be required to install in an area that Blue Peak determines, in its sole discretion, to be too muddy, dirty, unsafe, or unfit for the installation. Blue Peak shall not be responsible or liable for any costs or damages incurred by Customer as a result of any such delay.
- D. Effect of weather on Contract. If, after delivery, weather conditions either damage the Rental Items or makes the Rental Items unsuitable for use, there will be no refund and Customer shall be still liable for the full contract cost and Total. Customer agrees that in times of hazardous weather it shall permit Blue Peak, in its sole discretion, to delay delivery, installation, and/or use of the Rental Items, or to dismantle and/or retrieve any or all of the Rental Items; provided, however, Blue Peak is under no obligation to do so.
- E. No obligation to move Customer's personal property. The Services do not include, and Blue Peak is not liable for, any damage arising from Customer's request, or any implied request, to move Customer's personal property or items, including, but not limited to furniture, vehicles, plants, lights, etc.
- F. Blue Peak entitled to Damages. In the event of any cancellation or termination of the Contract and these Terms by Customer prior to the end of the Rental Period or the Event, or the reduction of the Rental Items by more than 10%, retention of non-refundable Payments by Blue Peak as provided above constitutes liquidated damages for Blue Peak's losses in preparation, and do not constitute a penalty; further, the retention of non-refundable Payments is in addition to Customer's obligation to pay all Total due and all other damages to which Blue Peak is entitled.

12. LIMITED WARRANTIES.

- A. Rental Items: Blue Peak represents and warrants that: (i) it will deliver the Rental Items in the number and meeting the general description set forth on the Contract; and (ii) the Rental Items will be in good working order and repair upon delivery. **Customer agrees and acknowledges that Blue Peak is not the manufacturer, agent of the manufacturer, or supplier for the manufacturer of the Rental Items and therefore Blue Peak is not liable for any defect or failure of the Rental Items.** Blue Peak's sole obligation to Customer is to repair or replace any such Rental Items in the circumstances described below.
 - B. Services: Blue Peak shall perform the Services in a commercially reasonable manner.
 - C. **DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN PARAGRAPHS 12.A AND 12.B ABOVE, BLUE PEAK MAKES NO WARRANTY WITH RESPECT TO THE RENTAL ITEMS AND/OR SERVICES. BLUE PEAK EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, OF ANY KIND OR NATURE, WITH RESPECT TO THE RENTAL ITEMS AND/OR SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, THAT THE RENTAL ITEMS WILL MEET CUSTOMER'S NEEDS AND/OR REQUIREMENTS, AND THAT THE RENTAL ITEMS ARE FREE FROM ANY PATENT OR LATENT DEFECTS. BLUE PEAK FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS RELATING TO THE WORKMANSHIP, FUNCTIONALITY, OR CAPACITY OF THE RENTAL ITEMS, INCLUDING WITHOUT LIMITATION, THE LOAD CAPACITY OF ANY FLOORING, PARTICULARLY ANY RAISED FLOORING INSTALLED BY BLUE PEAK.**
 - D. Customer's Warranty Remedies for Breach of the Limited Warranties. Customer shall inspect the Rental Items upon delivery and the delivery and installation Services upon delivery and installation and shall notify Blue Peak in person at that time of delivery (no later than 24 hours after delivery or installation with respect to Services) of any breach of the limited warranty described in subparagraph A or with respect to the delivery and installation Services set forth in subparagraph B. In the event of such timely notice to Blue Peak, Blue Peak's sole obligation to Customer shall be to use commercially reasonable efforts to repair or replace at Blue Peak's sole option, non-conforming, defective or non-provided Rental Items and/or replacement delivery and installation Services prior to the Event. Customer shall notify Blue Peak in writing within three (3) business days after Blue Peak provides removal Services of any breach of the warranty set forth in subparagraph B with respect to the removal Services. In the event of such timely notice to Blue Peak, Blue Peak's sole obligation to Customer shall be to use commercially reasonable efforts to provide replacement removal Services within a reasonable period (not to exceed three (3) business days) after receipt of Customer's timely written notice. Customer agrees and acknowledges that if it fails to provide timely and proper notice of Blue Peak's breach of its limited warranty with respect to Rental Items, upon delivery, or with respect to Services, as provided herein, the aforesaid limited warranties shall expire. Further, Customer agrees and acknowledges that repair or replacement of defective, non-conforming or non-provided Rental Items or Services within a reasonable period after a timely notice from Customer is Blue Peak's sole obligation hereunder. To the extent permitted by the manufacturer, Blue Peak shall make commercially reasonable efforts to make available to Customer any manufacturer or supplier warranties with respect to Rental Items.
 - E. Customer's Sole Remedy if Failure of Warranty Remedies. In the event Blue Peak fails to correct an alleged breach of warranty by providing the remedies as set forth in Paragraph 12.D above, Customer's sole remedy shall be to receive a refund of any amount actually paid Blue Peak for the Rental Items or Services which were defective or non-conforming.
13. **POSSESSION/TITLE/RISK OF LOSS.** All Rental Items are owned by and at all times shall remain the property of Blue Peak and/or its vendors. Customer's right to possession of the Rental Items begins with the delivery date and ends with the last to occur of the end of the Rental Period or the scheduled date for Blue Peak's removal of the Rental Items. Customer bears all risk of loss or damage to the Rental Items at all times during Customer's possession of the Rental Items. Customer shall not consent to, allow or permit any liens or encumbrances on the Rental Items. Customer shall promptly (no later than ten (10) days after imposition) pay and discharge all such liens or encumbrances. Upon Customer's default in the discharge of any such liens or encumbrances, Blue Peak may do so and charge all costs of doing so, including attorneys' fees, to Customer, with all such amounts due and payable as Total hereunder.
14. **DEFAULT.** Upon any material breach by Customer, including, without limitation, failure to pay Estimated Total when due, in addition to all other remedies available to it at law or in equity, Blue Peak may, at its sole discretion, upon written notice to Customer, terminate the Contract and these Terms, remove the Rental Items, declare any charges due and payable and initiate legal process to recover monies owed. Customer acknowledges that the Rental Item(s) belong to Blue Peak and Customer hereby authorizes Blue Peak to remove the Rental Items upon written notice to Customer of the removal date. To the extent allowed by applicable law, Customer waives any further notice or legal process to retake or remove the Rental Items. Customer further covenants and agrees not to sue Blue Peak for any claims arising out of or relating to such removal, including without limitation for damage to property or trespass arising out of the removal of the Rental Items.
15. **INDEMNITY/HOLD HARMLESS.** Customer shall indemnify, defend and hold harmless Blue Peak, its owners, officers, directors, employees and agents, from and against any and/or all liability, claims, judgments, and damages of every kind and nature, including without limitation, costs and attorneys' fees, arising out of or related to: any breach of the Contract (and these Terms) by Customer and all third-party claims against Blue Peak arising from or related to (a) the Customer's acts or omissions in connection with the use, maintenance, instruction, operation, or possession of the Rental Items and/or Services, and/or (b) any occurrence at the Event, including without limitation, personal injuries, death or damage to property except to the extent arising solely from Blue Peak's gross negligence or willful misconduct in providing the Services,

16. **LIMITATION OF LIABILITY.** BLUE PEAK SHALL NOT BE LIABLE TO CUSTOMER FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR ANY OTHER DAMAGE ARISING FROM OR RELATING TO THE SERVICES, CUSTOMER'S USE OF THE RENTAL ITEMS, OR THE EVENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL BLUE PEAK'S TOTAL LIABILITY TO CUSTOMER FOR ANY CAUSE OR CLAIM WHATSOEVER EXCEED THE TOTAL ACTUALLY PAID BY CUSTOMER FOR THE DEFECTIVE OR NON-CONFORMING RENTAL ITEMS AND SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, NEGLIGENCE ACTIONS. CUSTOMER AGREES AND ACKNOWLEDGES THAT THIS IS AN ADEQUATE REMEDY. IN NO EVENT SHALL BLUE PEAK BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT AND THESE TERMS, THE SERVICES, THE RENTAL ITEMS, OR THE EVENT.
17. **ATTORNEYS' FEES.** Customer shall be liable for and shall pay all costs incurred by Blue Peak in any litigation by Blue Peak to enforce the Contract (and these Terms) or recover amounts due Blue Peak hereunder, including without limitation attorneys' fees and court costs.
18. **ENTIRE AGREEMENT.** These Terms, including the Contract, represents the entire agreement of the parties with respect to the Services and use by Customer of the Rental Items and Services and supersedes all prior agreements, representations, statements and understandings of the parties, oral or written, including without limitation proposals, purchase orders and all similar documents. These Terms (and Contract) may not be modified without a writing signed by both parties.
19. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Blue Peak to insist upon strict performance by Customer in regard to any provisions of the Contract and these Terms shall not be interpreted as a waiver of Blue Peak's right to demand strict compliance with all other provisions of the Contract and these Terms or shall be severable so that the enforceability, invalidity or waiver of any provision shall not affect any other provision.
20. **NO ASSIGNMENT.** Customer shall not sell, assign, sublease, or otherwise transfer the Contract (and these Terms) or any right or obligation hereunder, in whole or in part ("Transfer"); any attempted Transfer shall be void and shall be a breach of the Contract (and these Terms).
21. **NOTICES.** Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address as set forth herein, or to such other address designated by either party to the other by written notice given pursuant to this sentence.
22. **APPLICABLE LAW; VENUE; JURISDICTION.** Any litigation related to the Contract and these Terms shall be governed by the laws of Illinois without regard to choice of law principles, and jurisdiction and venue for any litigation arising from or related to the Contract and these Terms shall be exclusively proper, if in state court, in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, and if exclusively within the jurisdiction of a federal court, in the U.S. District Court for the Northern District of Chicago, Eastern Division, Chicago, Illinois.
23. **FORCE MAJEURE.** Blue Peak shall not be liable for any termination of the Contract and/or these Terms by Blue Peak or for failure to deliver Rental Items or to render Services if such termination or failure is due to circumstances beyond its control including but not limited to acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, severe weather or acts of local or central government or other authorities or regulatory bodies, natural disaster, terrorism, riot, sabotage, transportation delays, or pandemic. If any termination by Blue Peak or failure to render Services by Blue Peak occurs due to a Force Majeure event, Blue Peak shall return to Customer any initial Payment by Customer.
24. **TERM; TERMINATION; SURVIVAL.** The Contract and these Terms shall terminate on the first to occur of: written notice of termination from Blue Peak to Customer in circumstances permitted by the Contract and these Terms; following payment of all Total for the entire Rental Period and any other charges to Blue Peak in connection with the Event, and the return of all Rental Items; or six months after the Event ("Term"). Terms and obligations set forth in the Contract and these Terms which by their nature survive termination of the Contract and these Terms, including without limitation, Paragraph 8 ("Additional Customer Obligations and Representations"), Paragraph 10 ("Assumption of Risk of Use"), Paragraph 11 ("Customer Acknowledgments"), Paragraph 12 ("Limited Warranties"), Paragraph 15 ("Indemnity/Hold Harmless"), Paragraph 16 ("Limitation of Liability") and Paragraph 17 ("Attorneys' Fees") shall survive termination.

SUMMARY: RESPONSIBILITY AND RISK OF LOSS FOR THE RENTAL ITEMS REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all Rental Items are secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of Total, including for damaged Rental Items, are Customer's responsibility.

From: receipt=ers-mail.com@mailgun.ers-mail.com on behalf of [Rose Party Rentals](#)
To: [Deanne Curelo](#)
Cc: erin@rrental.com
Subject: Your Quote from Rose Party Rentals - Quote #85920
Date: Monday, January 12, 2026 2:30:34 PM



Rose Party Rentals

QUOTE #85920:

Your Quote:

Please Note - This quote is for informational purposes only. **The inventory has not been reserved.** Please call our office to reserve this date. Weekends fill up fast so reserve early for best selection.

15 N. Brandon Drive

Glendale Heights, IL 60139 **Important Information - Please Read Below!**

847-310-0000

www.rRental.com

Village of Itasca/Itasca Park District

Deanne Curelo

350 Irving Park Rd

Itasca, IL 60143

dcurelo@itasca.com

/630-228-5623

Quote Created by: Erin S

Customer Comments:Special Pricing-More chairs and all 8' Tables

Thu Sep 10, → Sun Sep 13,			
	IPD-Complete Tent Package	\$18,999.00	x 1 = \$18,999.00
	IPD-Stage Skirting	\$225.00	x 1 = \$225.00
	IPD-Extension Cords (18)	\$150.00	x 1 = \$150.00
	IPD-Labor & Materials	\$4,625.00	x 1 = \$4,625.00
	IPD-Supplies and Stake Caps	\$250.00	x 1 = \$250.00

SubTotal		\$24,249.00
Tax: 8.25% of \$0.00	\$0.00	\$24,249.00
General Discount: 20%	-\$4,849.80	\$19,399.20
Damage Waiver - Yes	\$2,424.90	\$21,824.10

Cleaning Fee - Yes	\$2,424.90	\$24,249.00
Travel Fee	\$0.00	\$24,249.00

Total \$24,249.00

Min. Non-Refundable Payment Req'd \$12,124.50

Due \$24,249.00

To Pay the Minimum Balance and activate this quote to a live Event Scheduled for you, CLICK BELOW:

[\(Click here to Complete your Order\)](#)

A few tips and reminders: If you use a DISCOUNT CODE your order must be paid for in full at the time to order is placed. If your order isn't paid in full, we will charge the card on file. If you have special pricing and you want to cancel your order it will ONLY be a store credit. We can only enter in a raincheck or discount code, both can not be entered.

If the items in your quote were already reserved by another Event, you will need to call our office to update those taken item(s) in the cart for available items.

1) We accept cash and all credit cards. If paying with cash, you must bring CASH to the office. Payment is due 2 weeks before your event. They system will charge your card on file if payment hasn't been made, We will not schedule a delivery until your order is paid for in full.

2) Please call our office if you have stairs or a tiered backyard, so we can discuss setup options.

3) We can set up on most surfaces but **not rocks or sticker patches of any kind** If this type of topography is all you have, please call us if you are unsure.

4) All inflatable units **MUST** be staked in the ground for safety. If this is not possible, you will need to select jumper placement to be around secure items that we can tie off to, i.e. telephone poles, fence posts, etc. The unit must be secured on atleast 3 corners. If those items are unavailable then sandbags will be used to weigh down the inflatable.

5) We will call you the day before your delivery date with a set up time frame. During busy months we start delivery on Wednesdays. (we sometimes have to arrive very early to get all of the rentals out on time but we do not charge for the extra time) We will pick up the day after your event. If it had rained any time during your rental, it would be helpful to our pick up crew if you can inflate and leave them up until our drivers arrive to pick up the units. Not required but helpful even more so with water slides or large units.

6) Cancellation policy. Please note that we do require a minimum payment up front upon checkout that is **non-refundable**. This deposit will be credited toward the full balance. If you cancel more than 3 days (73hrs+) prior to the delivery date, we will retain that minimum payment as store credit and any remaining balance will be refunded within 5-10 business days. If you cancel less than 3 days (72hrs) prior to the event (Delivery Date), we will retain that minimum payment and any remaining balance will be transferred to store credit. *Because of high demand during certain seasons there are certain rental items that are non-refundable once ordered. Example: patio heaters, fans, etc. If you use a discount code or have a special

priced item it will only be a store credit. **There are no Refunds on linens as they are from an outside vendor.** If linens are not returned with your rental you will be charged a replacement cost between \$50 and \$125 PER MISSING LINEN. If your linens are not returned or picked up with your rental you are responsible on getting the linens back to our office located at 15 N Brandon Drive Glendale Heights IL 60139, you will also be charged per day for the linen, after 7 days we will assume they are LOST and charge your payment on file the full replacement cost.

7) If your event will be at a park. Please tell us. It affects our scheduling and your pricing. You will need to either provide electricity within 5' or rent a generator which we can provide at an additional cost.

8) Prior authorization is required for delivery inside homes or venues. Depending on the delivery location there may be a small fee added.

9) **Customer Pick Ups** are offered from our warehouse. You are able to pick your order up 1 day before your event and it is due back the day after your event. UNLESS your order is due back on SUNDAY then we ask you return your items in MONDAY as our offices are **CLOSED** on sundays for customer pick up or drop off. Monday to Friday customer pick up times are between 1pm and 4pm Saturday pick up and drop off times are between 11am and 2pm. No refunds will be offered for orders not picked up. 10) Upon you placing your order you are agreeing to these terms, Upon placing your order you also agree not to submit a chargeback.

If at any time our delivery team feels they are at risk or danger they are able to refuse installation of tents or bounce houses.

We want your party to go as smoothly as possible. Please call if you have any questions. Thanks!

From: [Erin S.](#)
To: [Deanne Curelo](#)
Subject: Re: Rental Items
Date: Wednesday, January 14, 2026 3:25:56 PM

1-30x150 BW Canopy

1-30x120 W Canopy

1-20x30 Frame Tent

1-20x30 Frame Tent with 30' Sidewalls

900-Chairs

111-Asst of tables 8' Banquet

30-Pedastal tables

80-Edison lights sets

20-4x4 staging with stairs

Thanks,

Erin S.

Main Office: 847.310.0000



[Facebook](#) | [Instagram](#) | [Twitter](#)



CAT CLASS: 012-0404

4000w Led Hydraulic Mast Light Tower

SPECIFICATIONS

- LED Lights
- Hydraulic Winch
- 7 day digital timer

\$220

1 DAY

\$455

1 WEEK

\$1,085

4 WEEK

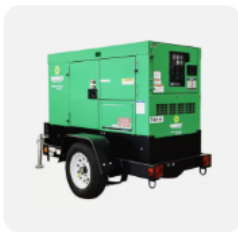
Add to Cart

Best Match



Hide unavailable items

Showing 1-41 of 41



CAT CLASS: 009-0030

20 kW Diesel Generator

SPECIFICATIONS

- Tandem-axle trailers equipped with surge brakes, designed for easy towing at highway speeds
- Large fuel tanks provide extended run times at full load
- Auxiliary fuel tanks are available for longer run times without refueling

\$295

1 DAY

\$765

1 WEEK

\$1,810

4 WEEK

Request quote



CAT CLASS: 009-0070

56 kW Diesel Generator

SPECIFICATIONS

- Tandem-axle trailers equipped with surge brakes, designed for easy towing at highway speeds
- Large fuel tanks provide extended run times at full load
- Auxiliary fuel tanks are available for longer run times without refueling

\$465

1 DAY

\$1,170

1 WEEK

\$2,925

4 WEEK

Request quote



CAT CLASS: 055-0223

5,000 lb LPG 14-17' Industrial Forklift

SPECIFICATIONS

- Maximum lift capacity of 5,000 lbs
- Maximum lift height of 17 feet depending on model
- 48-inch length forks included

\$350

1 DAY

\$850

1 WEEK

\$2,300

4 WEEK

Add to Cart