

Marquee Lit Rental Agreement

PRELIMINARIES

This rental agreement, or the "Agreement," governs your client relationship with EventRoost. By accepting it electronically or otherwise, you, or the "Client," agree that you'll rent the equipment enumerated within the separate contract invoice that we provide you per that document's terms and this Agreement's conditions.

BOOKING & PAYMENTS

Rental products require a signed Rental Agreement and 125% deposit. Final payment is due two weeks prior to the event. Some items may be ordered or customized just for your order. These orders may not be changed within six weeks of your event. These items will be designated on your event order.

RENTAL DELIVERY

We offer delivery (inside of a 30 mile radius from our facility), setup, and pick up for \$150. We'll deliver and set up the rentals prior to your event start time. If there is a specific time required for delivery and set up, this must be agreed upon at least 10 days in advance.

Deliveries to locations outside of a 30 mile radius from our facility are subject to an additional delivery fee. Additional delivery charges begin at \$65.00 and vary based on distance. Delivery fees will be discussed during the quoting process and any fees will be included in all official quotes and contracts.

Delivery includes drop off on the day of your event and picked up the day of or the day after your event (if necessary). Items must be stored indoors, in a secure location until pick-up. If items are not available or accessible upon pick-up, another day's rental fee will be charged. If you, the renter, will not be available during pick-up, it is your responsibility to coordinate with the venue to ensure all items remain together in a safe location and in good condition.

Additional delivery fees are assessed based on a two-trip basis (one to deliver and one to pick-up). If additional trips are required, you will automatically be billed. (i.e: if your ceremony and reception are in two separate locations, additional delivery fees will apply.)

Marquee letters require an outlet to be plugged in for them to light up. If there is no outlet available, a generator can be provided for an additional \$150 fee.

If items are not accessible upon pick-up, an additional \$200 rental fee and additional \$100 trip fee will be charged, regardless of fault. It is not EventRoost's responsibility to ensure the items are ready for pick-up or to look for missing items. If items are not returned within three (3) days, replacement fees will be assessed on top of the rental fees, no refunds, no exceptions.

SET-UP

The rental fee includes the setup or installation of the rented item and/or applying only the items or decorations that we provide. Fees are based on total number of items, assembly time and decorating involvement. We do not install or decorate with items that were not provided by us.

CLIENT RESPONSIBILITIES

Upon receiving a delivery, you or your duly authorized agent must verify it in person. You agree to sign off with an EventRostr staff member acknowledging your receipt of the delivery and assumption of responsibility for the equipment.

If you receive equipment in a damaged or otherwise unusable state, you agree that you'll provide EventRostr with written or telephone notification before your event commences. You also waive your right to seek refunds or any other credits for such rentals if you fail to notify EventRostr of the problems in writing before the event. You acknowledge that EventRostr won't accept order modifications or equipment exchange requests after our delivery representatives have vacated the drop-off location.

EVENTROOSTR RESPONSIBILITIES

You acknowledge that EventRostr isn't responsible for breaches of the contract timeframe that are beyond our control, including traffic accidents, vehicular failures, regional security or any "acts of god". The delivery schedule included in your contract is an approximation that doesn't constitute a guarantee.

The descriptions of the equipment that you rent may not perfectly match what you receive due to manufacturer variances, prior usage and other factors. EventRostr may also substitute rental equipment for other functionally similar offerings at our sole discretion.

ACCEPTABLE RENTAL USAGE

You agree not to sublease, rent out or otherwise attempt to loan for remuneration any equipment that you rent from EventRostr.

LATE RETURNS

If items are not available for pickup, the customer will be charged for an additional day's rental. If items are not returned within three days and customer is not able to be reached, replacement fees will be assessed and charged to the credit card on file.

DAMAGED/MISSING ITEMS

Renter assumes full responsibility of item/s upon possession, and agrees to pay full replacement cost for lost or damaged items. Items should remain in "Like New" condition. Small smudges and

handprints are acceptable. Excessive dirt, mud or markings will be assessed and be subject to additional fees.

WEATHER RELATED ISSUES

EventRostr does not issue refunds for any reason, including inclement weather. Should bad weather or wind become an issue, EventRostr reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate an indoor function. The client assumes all risks and hardships involved with having an outdoor event. Please be sure to discuss "Plan B" with your coordinator. EventRostr is not responsible for revising your event design a day or two prior to your event, should inclement weather be ensuing. It is our desire that your event go as smoothly as possible. However, if you choose to chance the weather, the client assumes full responsibility for wind and weather damages. If EventRostr arrives for a delivery and the weather is bad or impending, we will call you or a contact person to discuss options. Please always provide an additional contact name and number should you be unavailable the day of your event.

Payment Terms

CREDIT CARD TERMS

A valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above. The credit card will be charged if changes are made the day of the event, such as added services, labor or additional items are requested or required. If you submit a check that is subsequently returned, you will be required to pay in cash or credit card only. A \$30 fee is assessed on all returned checks. Late payments – refers to any payment not received in our office fourteen 14 days prior to event date. Payments after this date will have to be made by cash or by credit card. Check payments are not accepted the week of the event.

PAYMENT FOR DAMAGED/MISSING ITEMS

EventRostr will notify you within 3-5 days of the event if damages are discovered, or items are found to be missing upon sorting and counting. Damaged items are discarded within 10 days unless the client requests to come pick them up. After the 10 days, the client gives up rights to the item(s). Photos of damages will be submitted as proof upon request. If damaged items are not paid for within 7 days, the credit card on file will be billed.

CANCELLATIONS

Please be aware that once the invoice is paid, and your event date scheduled, all other clients have been refused your specific rentals and services for your event date, and thus all payments are non-refundable. All services may be canceled if received in writing no later than 30 days prior to the event.

PHOTOGRAPHY RELEASE

By signing this agreement, you give EventRoostr permission to use the photos that we take at your event on our website and advertisements, materials, etc, with the understanding that you will not profit from them in any way.

NON-PAYMENT/BREACH OF CONTRACT

No services contained in this contract will be rendered, delivered, or available if balance is not paid in full prior to your event.

The following circumstances are considered a breach of contract:

1. If payments are not received by the due date, and the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach of contract, and all previous payments are forfeited.
2. If payment is not received in a timely manner, EventRoostr will consider your rented items and services available for another client's use. EventRoostr is not contractually obligated to accept payments beyond the due date, nor refund previous payments.

ORDER TERMS AND CONDITIONS

Orders placed are subject to a 50% cancellation fee, even if the credit card payment has not been processed. Customer agrees to the Rental Terms and Conditions. Final Selection/ Counts and cancellations must be received no later than the Friday two weeks prior to the event. ALL PAYMENTS ARE NON REFUNDABLE.

ACCESSIBILITY AND LIABILITY CLAUSE

The Client acknowledges and agrees that access to the designated event set-up area must be fully accessible and free from any barriers that would limit or prevent the proper installation of event rentals. In the event that access is restricted or insufficient due to structural barriers, obstacles, or other circumstances beyond the control of EventRoostr, the Client bears full responsibility for ensuring access. EventRoostr is not liable for any delays, failures in setup, or incomplete installations resulting from such access issues, and the Client understands that no refunds or compensation will be provided in these circumstances.

LEGAL

If claims for damages, injury or loss arise concerning the equipment, its use, transportation, keeping, malfunction or loading, you agree to indemnify EventRoostr. You also acknowledge that you're solely liable for any charges related to such claims or contract terms, including collection fees, attorney or court costs and expenses that EventRoostr incurs while enforcing this Agreement.

By accepting this Agreement, you consent to its terms and conditions in full, and you acknowledge that they pertain to all EventRostr invoices regardless whether such documents include their own terms.