

TERMS AND CONDITIONS

RESERVING EQUIPMENT:

Quotes and proposals do not guarantee the availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract, a signed TERMS AND CONDITIONS contract, and a 25% NON-REFUNDABLE deposit (cash, check, or credit card).

OPTIONAL DAMAGE WAIVER: (December 1, 2006)

For security against damaged items, a non refundable Damage Waiver of 8% can be applied to all equipment orders, should you choose to accept. (Note: Damage Waiver does not cover tents, tent accessories, or flooring.)

FINAL PAYMENT:

A Party Reflections, Inc. representative will contact you 7 days prior to your event to confirm the final count of the order, to confirm all delivery details and instructions, and to receive full payment. Orders are considered complete at the time of confirmation. Changes to confirmed orders will be accepted up until 1:00 PM the day prior to your scheduled delivery or store pickup. Any changes that may occur after this deadline will not be accepted without additional handling charges. No orders will be scheduled for delivery until full payment is received.

CANCELATION CHARGE:

A 25% cancellation charge will be enforced if the order is cancelled after confirmation.

ON-CALL SERVICE:

We provide after hour emergency services to our clients to handle any problems that arise outside of normal business hours. Additional charges may apply for this service. Please call 704-332-8176 and follow the instructions to receive emergency services.

DELIVERY/PICKUP SERVICE:

Delivery/pickup service is available on all orders regardless of size. All fees are based on tailgate delivery and charged by geographic location. Additional delivery charges will occur for 2nd floor or higher delivery locations, excessive distance for loading and unloading trucks, specific delivery and pickup times, and after-hour delivery and pickup times. Delivery fees quoted may change after site inspection. All items are to be delivered and picked up at a designated location. The Client should be available to count all items upon delivery and pickup. Otherwise, the counts will be considered accurate.

Orders are typically delivered 1-3 days in advance of your event, while pickups occur 1-2 days following your event. You may request morning (9-1) or afternoon (1-5) delivery or pickup service, but these time frames are strictly preferences and are not guaranteed. To guarantee delivery or pickup at a specific time or within a 2 hour time frame, additional fees will be applied.

Responsibility for equipment remains with the Client from the time of delivery to the time of pickup. Please be sure all equipment is secured when not in use and protected from the weather.

SAME DAY DELIVERY:

The charge for a same day delivery is double your regular rate delivery charge.

SITE PREPERATION:

Please be sure your site is ready (i.e. lawns mowed, vehicles out of the way, etc.) before crew arrives. Client will inform Party Reflections, Inc. of the existence of any underground utilities (i.e. phone or gas lines, septic system, irrigation system, etc.) or conditions that may interfere with the ability to stake and/or anchor equipment. All underground utilities and irrigation systems must be clearly marked before the equipment can be installed. Client assumes all responsibility for any damage to underground equipment in absence of such notice.

WEATHER:

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain. However there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. People must evacuate (and not seek shelter in) tents during such conditions.

Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. Client should become thoroughly familiar with evacuation procedures regardless of whether or not they decide to retain the services of a

Party Reflections, Inc. staff member during the event. If no Party Reflections, Inc. staff member is present at the event, Client understands that it is Client's responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to the evacuation of tents. The Party Reflections, Inc. emergency support telephone number is also available to provide assistance to clients (704-332-8176).

Client agrees that in the event of a predicted or actual storm or excessive winds, Party Reflections, Inc. may dismantle any equipment that has been previously installed to ensure safety of all involved. Inclement weather may delay or prevent Party Reflections, Inc. from installing equipment at an event.

ON-SITE SERVICE:

Client may retain the services of a Party Reflections, Inc. staff member during an event. Additional charges of \$50.00 per man per hour apply for this service.

CLEANUP/PREPERATION FOR PICKUP OR RETURN:

All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be broken down and stacked as delivered.

All cooking equipment should be returned to proper rack or container and assembled at a single location for pickup. All food service equipment must be well rinsed and food and particle free. For every piece of food service equipment that has not been well rinsed, a cleaning charge will be applied to each piece of equipment (\$25 minimum). Stoves, ovens, and grills must also be returned clean. Linens should be shaken out, food and particle free, and put into the laundry bags provided. Linens that are returned with burns, holes, tears, or permanent stains will be billed at replacement cost unless the damage waiver applies. Cleaning and/or possible replacement charges will be applied to linen returned with wax or mildew stains. A \$25.00 cleaning fee will be charged for each piece of candelabra returned with excessive wax.

Please note that the racks, containers, and bags that we deliver with the equipment are also considered Party Reflections, Inc. rental equipment. Replacement charges will be enforced if these items are not returned.

ADDITIONAL CHARGES:

Building and fire permits are required by the State of North Carolina. For certain installations Party Reflections, Inc. will file for all permits and provide necessary equipment (fire extinguishers, exit signs). There will be additional fees for these services.

Additional charges may apply if:

- (A) Changes are made to the order after 1:00 PM the day prior to the delivery or store pickup.
- (B) The site is not ready or accessible when the crew arrives.
- (C) The tent and rented equipment is not ready for prearranged pickup.
- (D) Delivery or pickup is to or from any location other than ground level (upstairs or downstairs).
- (E) All chairs and tables are not stacked and bagged as delivered for pickup.
- (F) Food service items are not rinsed and food and particle free.
- (G) Additional food service equipment (stoves, grills, ovens, etc.) is left dirty.
- (H) Client requires deliveries or pickups before or after normal business hours.
- (I) Site requires custom tent installations (i.e. decks, immovable obstructions, complex installations, etc.)

INDEMNIFICATION AND DEFENSE:

Client agrees that if any legal proceedings are brought against Party Reflections, Inc. to recover compensation for injuries to individuals or damages to personal property occurring in connection with the event, Client will provide a defense for Party Reflections, Inc. and any of its employees named in such proceedings and will indemnify Party Reflections, Inc. and its employees for any judgment rendered against them.

DISCLAIMER OF WARRANTIES:

RENTER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the rental equipment is returned to the Renter within 24 hours after such failure. Renter shall not be responsible for any loss, damage, or injury to Client or Client's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment.

Be sure all equipment is returned according to these TERMS AND CONDITIONS. The Client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be Client's responsibility.

ACKNOWLEDGEMENT OF ENTIRE AGREEMENT:

I have read and agree to these Terms and Conditions and by my signature below I am the Client under this agreement. By signing below, I am authorizing Renter to process charges on my credit card(s) and/or debit card(s) for advance deposits, incremental authorizations/deposits, and charges incurred, as well as payments refused by a third party to whom billing was directed. I certify that the drivers license(s) presented is currently valid and is not suspended, expired, revoked, cancelled, or surrendered