



**EVERBLOCK SYSTEMS
RENTAL AGREEMENT - TERMS & CONDITIONS**

RESERVING EQUIPMENT: Equipment will be reserved upon receipt of a signed contract and a deposit of 50% of total charges, this deposit is non refundable except as provided under our Cancellation Policy. Client must provide EVERBLOCK SYSTEMS, with final count 14 days prior to event.

CANCELLATION POLICY: We know sometimes a client must cancel or postpone an event:

- *The 50% deposit taken at booking is fully refundable if cancelled 90 days prior to event
- * If cancelled 90 to 30 days prior to the event, the deposit may be used as store credit toward any rental or purchase within 3 years of original date
- * Within 30 days the 50% deposit put down at reservation will be forfeited

RENTAL TERM: Rentals are quoted for specific dates and duration. Rental charges are billed for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned or client is charged the full retail value of the unreturned product. Client may amend rental dates up and until the original rental date, but such changes may result in additional charges and inventory may not be available for the alternate dates. EVERBLOCK SYSTEMS will work in good faith to make any requested adjustments to the rental. In the event that material is not available for an alternate requested date the terms of our Cancellation Policy will apply.

CREDIT CARD REQUIREMENTS: A valid credit card is required to open an account, all information must be included and signature filled out at location on bottom of this rental contract. Charges billed to the credit card will consist of missing or damaged items or charges left unpaid after 10 days of event. A detailed invoice of those charges and copy of receipt will be mailed to you after the event. Client hereby authorizes EVERBLOCK SYSTEMS to charge this credit card. **MISSING OR DAMAGED ITEMS:** Items not returned within 5 days after event are considered missing. Missing or damaged items will be charged to the credit card at retail cost. A detailed invoice of these items will be provided to client.

ACCESS RIGHTS: The client shall allow EVERBLOCK SYSTEMS to enter the premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the client is in default of any of the terms and conditions of this agreement, EVERBLOCK

SYSTEMS and its agents, at the clients risk, cost and expense may at any time enter the client's premises

FINAL PAYMENT: Final payment of EverBlock is due 7 days prior to event. The final payment is due prior to delivery.

SITE PREPARATION: Please be sure your site is ready, (lawns mowed, furniture moved, vehicles moved, etc.) before the crew is scheduled to arrive. If the site is not ready or accessible when the crew arrives, the client will incur an additional fee and/ or equipment may not be delivered. Client agrees to inform EVERBLOCK SYSTEMS in writing or email at least 7 days prior to event, of the existence and location of any underground utilities (i.e. phone lines, cable lines, sprinkler systems, water lines, gas lines, electric lines, septic system, etc.), or conditions that may interfere with the ability to stake and/or anchor equipment. Client will assume responsibility for all damages to underground utilities in absence of notice or incorrect location of utilities.

LIABILITY: EVERBLOCK SYSTEMS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY AT EVENT. Customer understands that EverBlock structure are temporary structures designed to be used in good weather conditions, primarily sun and rain; however there may be situation, particularly those involving strong winds and lightening, in which the EverBlock structures will can be damaged or blown over. Evacuation of the area around EverBlock may become necessary to avoid possible injury and is recommended when severe weather threatens the area where the EverBlock are erected. It is best to evacuate when in doubt.

DELIVERY & SET UP: EVERBLOCK SYSTEMS will strive to accommodate client delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. All items will be delivered and picked up at a designated location. The client must be available to count all items upon delivery and pickup; otherwise, EVERBLOCK SYSTEMS counts will be considered accurate.

CLEAN UP & PREPARATION FOR PICKUP: All floral arrangement, trash, and decorations of any kind should be removed from EverBlock structures and the immediate area before scheduled pickup time. There will be an additional charge for any items that have to be removed by our staff.

SUMMARY: RESPONSIBILITY OF THE 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 weather or theft. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges or enforcement of rights under this agreement will be the client's responsibility. Be sure all equipment is returned according to these TERMS & CONDITIONS. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

INITIAL _____

(EverBlock Rental Agreement – Continued)

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS AGREEMENT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT, AND SUPERSEDES ALL PRIOR AGREEMENTS.

CREDIT CARD INFORMATION:

_____ EXP. _____

SECURITY CODE _____ (Must be included to reserve equipment even with the 25% cash or check deposit, for damage purposes)

DATE OF EVENT _____

LOCATION OF FUNCTION _____

CLIENT NAME _____

ADDRESS _____

PHONE _____ CELL _____

EMAIL _____) _____

CLIENT SIGNATURE: _____ DATE _____



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