

PAYMENT TERMS: A deposit of 40% is due upon execution of contract. **Balance will be due seven days before the event** unless other arrangements have been made. Customer further agrees to pay all collection fees and any expenses involved in the collection of rental charges including but not limited to attorney fees and court costs. 1½% interest per month (18% per annum) will be charged on all accounts over 30 days due. **Any discounts will be forfeited if payment in full is late. If paying by check, you agree to the following terms:** In the event your check is dishonored or returned for any reason, you authorize us to electronically (or by paper draft) re-present the check to your bank account for collection of the amount of the check, plus any applicable fees as permitted by state law. Customer agrees if payment is made with a credit or debit card, that they authorize normal and additional charges incurred (such as late fees, excess use charges, damage, cleaning, or refueling charge) to be charged to their debit or credit card. Customer must provide a Virginia State Sales Tax Exemption form at execution of contract to qualify for exemption.

EVENT PERMITS: In the event that any permits are required, the Customer assumes all responsibility for obtaining these permits and the costs associated with the permits. Generally, tent permits are required if the tent size exceeds 900 square feet (30' x 30' or larger). Some cities require a separate fire permit in addition to the building permit. We recommend that you contact your local municipality to check on permits. Special Events will obtain the necessary permits for a fee of \$75.00 plus all permit fees. A four week notice is needed if you would like Special Events to obtain your permits.

DELAYS/RELOCATION OF RENTAL EQUIPMENT: Relocation of rental equipment after setup has begun can result in delays in completion of setup. Delay charges will be billed at \$45.00 per man hour.

USE OF LEASED PROPERTY: Customer agrees to personally inspect and examine all equipment upon delivery and note any prior damage on the invoice. Customer further agrees to immediately discontinue use of said equipment should same at any time, while in customer's possession become unsafe or in a state of disrepair and immediately notify Special Events Entertainment. Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of Special Events. Customer agrees to pay a reasonable cleaning charge for any equipment returned dirty. Nothing is permitted to be taped, glued, stapled or attached in any way to the tent canopy, sidewalls, or side poles. Anything found adhering to the above equipment will result in additional labor fees to remove. Sidewalls are not to be removed once they are installed. In the event of rental equipment malfunction, liability is limited to the return of the rental fee of the rental item only. By signing this agreement, I exempt and release Special Events Entertainment from all liability or responsibility whatsoever for personal injury, property damage, or wrongful death as a result of renting and/or using rental equipment, however caused, including but not limited to product liability or the negligence of Special Events Entertainment, whether passive or active.

UNDER AND ABOVE GROUND UTILITIES: Customer agrees to provide free and unrestricted access to the location for setup and strike. This includes both above and below ground. **Customer is responsible for marking all private underground utilities. Special Events will call Miss Utility at least 48 hours before the scheduled setup date; however, Ms. Utility will not mark private utilities such as sprinkler systems.** Furthermore, the customer releases Special Events Entertainment from any claims, demands, or liabilities arising from damage to property during erection or dismantling of the equipment

FORCE MAJEURE: 1. You, the "CUSTOMER / LESSEE" (also referred to herein as "Lessee," "you" and "your") identified above and Special Events Entertainment, Inc., d/b/a "Special Events Virginia" (also referred to herein as "Lessor," "SEV," "we," "us" and "our," have entered into the above referenced "CONTRACT / RESERVATION" (also referred to herein as the "Contract"), under the terms of which you have agreed: (1) to rent certain item(s) of personal property (the "Rented Item(s)") from us on the terms set forth in such Contract commencing on the "SCHEDULED COMMENCEMENT DATE" set forth above; (2) to fully and timely pay all Rent, deposits, prepayments, and other amounts due and coming due under such Contract without proration, reduction or setoff; and (3) that **ALL SUCH AMOUNTS (INCLUDING ALL DEPOSITS AND OTHER PREPAYMENTS) ARE NON-REFUNDABLE.**

WHAT IF YOUR EVENT IS CANCELLED, POSTPONED, REDUCED OR CHANGED?

2. In an effort to provide our customers with valuable flexibility, help them avoid losing their deposits, and provide them with a measure of security that, if their important events are cancelled, postponed, delayed or changed, as a result of any event(s) of *Force Majeure* (meaning fire, flood, tornado, lightning, snow, ice, windstorm, rainstorm, hurricane, drought, act of war, piracy, sabotage or terrorism, act of civil, governmental, judicial or military authority(ies), earthquake, epidemic, pandemic and/or explosion), they will retain the ability to use their deposits and other prepayments (if any) to rent the item(s) they need, we make available with respect to certain rentals a "Flexibility / Force Majeure Plan."

3. Under our Flexibility / Force Majeure Plan, if your project or event is cancelled, postponed, delayed or changed, *subject to availability of your selected Item(s) and our delivery, installation and setup providers on the date(s) you specify*, you will retain the flexibility to:

BENEFITS:

- (a) Reschedule your reservation for one or more later date(s) and time(s)
- (b) Divide your reservation between/among two or more rentals*
- (c) Divide your reservation between/among two or more locations*
- (d) Place your deposit(s) and prepayment(s) on hold with us for as long as one year, to be applied to one or more rental(s) you identify in the future*
- (e) Apply your deposit(s) or prepayment(s) to such rental(s) in any order or percentage you choose (provided such application does not reduce to less than \$-0- the amount owing with respect to such reservation).

SECURITY AND ACCESS: The customer is responsible for the conduct of their guests, customers and employees as well as the maintenance of good working conditions for Special Events Entertainment and its employees and the assurance of security of their equipment during the period of the event. Representatives and employees of Special Events Entertainment are assured free and unrestricted access to the location of the contracted event during said event.

AMUSEMENT RULES: Each amusement device has a set rules posted on the front of the inflatable. Customer acknowledges that these written instructions are available to all patrons participating in the amusement activity. Special Events provides an attendant with each amusement device to enforce the rules.

CANCELLATION AND WEATHER POLICY: A sixty (60) day written notice is required to cancel your order and receive a full refund of your deposit. If your event is cancelled for any reason within sixty days of the event, a 40% cancellation fee applies. This cancellation fee applies regardless of the reason for the cancellation. Due to insurance and safety requirements, the decision to strike equipment in rain, dampness, or high winds will be made by Special Events only. The full rental price goes into effect as of the day of delivery. Items cancelled day of delivery or sent back upon delivery will be charged the full rental price.

EMERGENCY EVACUATION PLAN: Customers should evacuate any tent in heavy rains, high winds, dangerous thunderstorms, or any other weather condition or acts of God where the stability of the tent is in question. Customers will be responsible for removing all property including but not limited to personal property, vehicles, and anything of value that can be damaged by the collapse of the tent in dangerous weather.

I AGREE WITH THESE TERMS AND CONDITIONS AND AGREE TO COMPLETE ALL CUSTOMER RESPONSIBILITIES

SIGNATURE _____ DATE: _____

PRINT NAME _____