

Annex I – Subsection A TERMS AND CONDITIONS

For the purpose of this Rental Agreement, “Allies Designs and Events” shall mean Allies Designs and Events, its owners, officers, directors, shareholders, and employees, and “Customer” shall mean customer, signatory, or client.

In consideration of hiring Allies Designs and Events or rental items (herein “the rental item or items”) described on the front of this Rental Agreement/ contract it is agreed as follows”

PERFORMANCE OF SERVICES

1. ALLIES DESIGNS AND EVENTS IS BOUND TO PROVIDE THE AGREED SERVICES ACCORDING TO THE CONTRACTUAL AGREEMENT AND OR INVOICE. ALLIES DESIGNS AND EVENTS IS TO EXERCISE REASONABLE CARE AND SKILLS IN PROVIDING ALL SERVICES AGREED UNDER THE TERMS OF THIS AGREEMENT.

2. NOTHING IN THE AGREEMENT BETWEEN ALLIES DESIGNS AND EVENTS AND CLIENTS SHALL BE CONSTRUED TO CREATE AN EMPLOYEE-EMPLOYER RELATIONSHIP BETWEEN ALLIES DESIGNS AND EVENTS AND THE CLIENTS, AND THIS WILL BE A COLLABORATIVE, PROFESSIONAL RELATIONSHIP OF EQUALS, WHERE MUTUAL PROFESSIONAL RESPECT, COURTESY AND CONSIDERATION ARE EXPECTED.

3. CHANGES AND ADDITIONS TO THE SCOPE OF WORK, REQUESTED BY THE CLIENTS AND PERFORMED BY ALLIES DESIGNS AND EVENTS AFTER A PROPOSAL/ ESTIMATE HAS BEEN APPROVED, ARE CONSIDERED CHANGE REQUESTS,

AND WILL BE BILLED ACCORDINGLY. THIS INCLUDES UNDISCLOSED FACTORS SUCH AS TRAVEL FEE, BUILDING INACCESSIBILITY, FLIGHT OF STAIRS, AND OTHER HINDRANCES. THAT AMOUNT WILL BE ADJUSTED ACCORDINGLY.

PAYMENT AND EXPENSES

4. UPON RECEIPT OF THE DEPOSIT AND SIGNATURE OF THE AGREEMENT, ALLIE'S DESIGNS AND EVENTS WILL RESERVE A SLOT ON THEIR CALENDAR AND WILL NOT MAKE RESERVATIONS WITH ANOTHER CLIENT FOR THE SAME SLOT. FOR THIS REASON, THE BOOKING DEPOSIT FEE PAID IS NON-REFUNDABLE, EVEN IF THE DATE IS CHANGED OR THE EVENT IS CANCELLED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, FIRE, STRIKE AND/OR EXTREME WEATHER. SHOULD THE EVENT DATE BE CHANGED, IN AGREEMENT WITH ALLIES DESIGNS AND EVENTS AVAILABILITY, THE BOOKING FEE AND ALL PAYMENTS MADE WILL BE CONSIDERED TOWARDS THE FINAL SERVICE FEE.

5. IN THE CASE THAT PAYMENTS ARE NOT MADE WITHIN DUE DATE INDICATED ON CLIENTS INVOICE, A LATE FEE WILL BE APPLIED. THE FEE FOR EACH DAY IS \$35.00. PAYMENTS NOT RECEIVED BY DUE DATE WILL RESULT IN WORK CESSATION, WITH NO REFUND!

6. ACCEPTED FORMS OF PAYMENT ARE CASH, ZELLE, CASHAPP, AND FOR COOPERATE EVENTS- CREDIT CARDS.

7. ALLIES DESIGNS AND EVENTS RESERVES THE RIGHT TO REFUSE COMPLETION OR DELIVERY OF WORK IF PAYMENTS ARE NOT DUE ON TIME.

8. THE CLIENTS WILL PROVIDE ALL CONTENT, OUTLINES, VENUE PHOTOS, VIDEOS

ETC., NECESSARY FOR ANY EVENTS. SOURCE MATERIAL MUST BE CLEAR AND LEGIBLE. THE CLIENTS ARE RESPONSIBLE FOR PROVIDING ALL PERTINENT INFORMATION, AND ACCURATE, TRUTHFUL AND COMPLETE INFORMATION, NECESSARY FOR ALLIES DESIGNS AND EVENTS TO PERFORM OR COMPLETE THE CONTRACTED SERVICES.

9. ADDITIONAL AGREEMENTS OR CHANGES THAT AFFECT THE AGREED SERVICES OR PRICES NEED TO BE EXPLICITLY AGREED BY THE PARTIES AND DOCUMENTED IN WRITTEN FORM WITHOUT DELAY.

CLIENTS' OBLIGATIONS

10. DUE TO THE VIRTUAL NATURE OF THE RELATIONSHIP, THE CLIENTS UNDERSTAND THE IMPORTANCE OF COMMUNICATION, ESPECIALLY VIA E-MAIL, AND AGREE TO RESPOND TO QUESTIONS, REQUESTS AND COMMUNICATIONS FROM ALLIES DESIGNS AND EVENTS IN A TIMELY MANNER. THE CLIENTS UNDERSTAND THAT ALLIES DESIGNS AND EVENTS IS A BUSINESS WITH OTHER CLIENTS TO SERVE, AND REQUIRE FAIR, REALISTIC NOTICE IN ORDER TO ATTEND TO REQUESTS AND PROJECTS. POOR PLANNING OR MISCOMMUNICATION ON THE PART OF THE CLIENTS WILL NOT CONSTITUTE AN EMERGENCY FOR ALLIES DESIGNS AND EVENTS. THE CLIENTS UNDERSTAND THAT ALLIES DESIGNS AND EVENTS MAY REQUIRE DETAILED CLARIFICATION OF EVENTS/PROJECTS IN ORDER TO MEET EXPECTATIONS AND PROVIDE THE BEST SUPPORT AND HIGHEST QUALITY WORK.

11. THE CLIENTS ARE RESPONSIBLE FOR PROVIDING ALL PERTINENT INFORMATION, AND ACCURATE, TRUTHFUL AND COMPLETE INFORMATION, NECESSARY FOR ALLIES DESIGNS AND EVENTS TO PERFORM OR COMPLETE THE CONTRACTED SERVICES OR PROJECTS.

12. THE CLIENTS ARE OBLIGATED TO PROVIDE ALLIES DESIGNS AND EVENTS WITH THE FOLLOWING DOCUMENTATION AT THE LATEST 10 DAYS BEFORE THE EVENT DAY: GUEST LISTS, SEATING CHARTS, NAME CARDS, MENU, FAVOURS, SCHEDULES, E-MAIL ADDRESSES, ETC

13. THE CLIENTS SHALL NOT CHANGE THE DATE, TIME OR LOCATION OF THE EVENT WITHOUT FIRST CONTACTING AND ADVISING ALLIES DESIGNS AND EVENTS, TO DETERMINE IF ALLIES DESIGNS AND EVENTS IS STILL AVAILABLE TO PROVIDE SERVICES. IF THE CLIENTS CHANGE THE DATE, TIME OR LOCATION OF THE SCHEDULED EVENT FOR WHATEVER REASON, AND ALLIES DESIGNS AND EVENTS IS UNAVAILABLE TO PROVIDE SERVICES, THEN ALLIES DESIGNS AND EVENTS IS RELEASED FROM ALL CONTRACT OBLIGATIONS, AND SHALL IN NO WAY BE HELD RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR NON-PERFORMANCE. THE CLIENT ALSO FORFEITS ALLIES DESIGNS AND EVENTS 40% DEPOSIT FEE IN ADDITION TO ALLIES DESIGNS AND EVENTS 20% STYLING FEE, CORRESPONDING TO THE HOURS INVESTED BY ALLIES DESIGNS AND EVENTS HOURLY RATE UP TO THE CANCELLATION, FOR NON-COMPLIANCE WITH THIS AGREEMENT.

14. IN THE EVENT THE CLIENT IS FORCED TO CHANGE THE DATE OF THE EVENT FOR WHATEVER REASON, AND ALLIES DESIGNS AND EVENTS IS AVAILABLE TO PROVIDE SERVICES, EVERY EFFORT WILL BE MADE BY ALLIES DESIGNS AND

EVENTS TO TRANSFER LOCATION RESERVATIONS, SUB-CONTRACTORS AND THE EVENT COORDINATION SUPPORT TO THE NEW DATE. SOME ELEMENTS OF THE EVENT CANNOT BE RESERVED, REFUNDED, TRANSFERRED OR REPLACED AND THOSE COSTS WILL BE DEDUCTED FROM THE CREDIT. THE CLIENT AGREES THAT IN THE EVENT OF A DATE CHANGE ANY EXPENSES INCLUDING BUT NOT LIMITED TO DEPOSITS AND FEES THAT ARE NON-REFUNDABLE AND NON-TRANSFERABLE ARE THE SOLE RESPONSIBILITY OF THE CLIENTS. THERE MAY ALSO BE ADDITIONAL CHARGES ABOVE AND BEYOND THOSE SET IN THE ORIGINAL AGREEMENT. THE CLIENTS FURTHER UNDERSTAND THAT LAST MINUTE CHANGES CAN IMPACT THE QUALITY OF THE EVENT AND THAT ALLIES DESIGNS AND EVENTS IS NOT RESPONSIBLE FOR THESE COMPROMISES IN QUALITY.

15. THE CLIENTS AGREE TO THE FOLLOWING DEADLINES DURING THE PLANNING PROCESS:

- ALL EVENT CONCEPT DECISIONS ARE TO BE FINALIZED AND VENDORS CHOSEN AT THE EARLIEST CONVENIENCE AND NO CHANGES ARE TO BE REQUESTED IN THIS REGARD DURING THE LAST MONTH BEFORE THE EVENT.
- ALL DETAILED ORDERS ARE TO BE FINALIZED AT THE LATEST ONE MONTH BEFORE THE EVENT.
- NO NEW SERVICE REQUESTS ARE TO BE MADE DURING THE LAST MONTH BEFORE THE EVENT.

LIABILITY

16. ALLIES DESIGNS AND EVENTS IS NEITHER LIABLE FOR INCONVENIENCES CAUSED BY ACTS OF NATURE OR RESPONSIBLE FOR THE PRIVATE BELONGINGS OF THE CLIENTS, EVENT GUESTS OR VENDORS, PRESENT AT THE EVENT LOCATIONS ON THE EVENT DAY.

17. SHOULD ALLIES DESIGNS AND EVENTS BE UNABLE TO PERFORM ANY SPECIFIC TASKS IN THE PLANNING OF A EVENT, DUE TO ALLIES DESIGNS AND EVENTS ILLNESS OR HOSPITALIZATION, ALLIES DESIGNS AND EVENTS WILL DO HER BEST TO FIND A SUBSTITUTE EVENT DESIGNER.

18. THE CLIENTS FULLY UNDERSTAND AND AGREE THAT ALLIES DESIGNS AND EVENTS SHALL NOT BE RESPONSIBLE OR HELD LIABLE IN THE EVENT ALLIES DESIGNS AND EVENTS IS PROHIBITED FROM PROVIDING EVENT DAY SERVICES DUE TO ILLNESS, HOSPITALIZATION, ACCIDENT, TRANSPORTATION BREAKDOWN/ DISRUPTION, TRAFFIC DIFFICULTIES, ACTS OF GOD SUCH AS INCLEMENT WEATHER OR OTHER UNFORESEEN IMPEDIMENTS, OR OTHER CAUSE OF NON- ARRIVAL ON THE DAY OF THE WEDDING.

19. THE CLIENTS AGREE THAT THE ACCURACY OF INFORMATION SUPPLIED TO ALLIES DESIGNS AND EVENTS IS THE SOLE RESPONSIBILITY OF THE CLIENTS, AND THAT ALLIES DESIGNS AND EVENTS IS NOT RESPONSIBLE AND SHALL NOT BE HELD LIABLE FOR THE RESULTS OF SERVICES PERFORMED ON THE BASIS OF INACCURATE, INCOMPLETE OR UNTRUTHFUL INFORMATION FURNISHED BY THE CLIENTS. THE CLIENTS ASSUME FULL RESPONSIBILITY FOR ACCEPTANCE OF WORK OR SERVICES PERFORMED AND AGREED UPON, AS WELL AS FINAL PROOFING AND ACCURACY. ALLIES DESIGNS AND EVENTS IS NOT

RESPONSIBLE FOR ERRORS OR OMISSIONS. CORRECTIONS WILL BE MADE AT NO CHARGE IF THEY ARE BROUGHT TO ALLIES DESIGNS AND EVENTS ATTENTION WITHIN 30 (THIRTY) DAYS AFTER PROJECT COMPLETION AND ACCEPTANCE, IF APPLICABLE. CORRECTIONS ARE NOT TO BE CONSTRUED WITH CHANGES.

20. THE CLIENTS AGREE TO EXERCISE DUE DILIGENCE IN THEIR DIRECTION ALLIES DESIGNS AND EVENTS REGARDING PREPARATION OF MATERIALS, AND MUST BE ABLE TO SUBSTANTIATE ALL CLAIMS AND REPRESENTATIONS. THE CLIENTS ARE RESPONSIBLE FOR ALL TRADEMARK, SERVICE MARK, COPYRIGHT AND PATENT INFRINGEMENT CLEARANCES OF MATERIAL PROVIDED BY THE CLIENTS. THE CLIENTS ARE ALSO RESPONSIBLE FOR ARRANGING, PRIOR TO SERVICE, ANY NECESSARY LEGAL CLEARANCE OF MATERIALS PROVIDED BY THE CLIENTS.

21. ALLIES DESIGNS AND EVENTS IS NOT RESPONSIBLE FOR ANY EVENTS PREVENTING THE EVENT FROM HAPPENING, SUCH AS FIRE, FLOOD, EARTHQUAKE OR ANY OTHER NATURAL OR HUMAN ACTS.

22. THE CLIENTS SHALL INDEMNIFY, DEFEND AND SAVE ALLIES DESIGNS AND EVENTS HARMLESS FROM ANY AND ALL SUITS, COSTS, DAMAGES OR PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, ALLIES DESIGNS AND EVENTS SERVICES, PERTAINING TO ANY AND ALL LITIGATION IN WHICH THE CLIENTS ARE A PARTY. THE CLIENTS SHALL PAY ALL EXPENSES INCURRED BY THE ALLIES DESIGNS AND EVENTS, INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED, SHOULD ALLIES DESIGNS AND EVENTS BE NAMED A PARTY IN ANY LITIGATION TO WHICH THE CLIENTS ARE A PARTY. THE CLIENTS SHALL FURTHER INDEMNIFY AND HOLD HARMLESS

ALLIES DESIGNS AND EVENTS AND ITS AGENTS, OFFICERS AND DIRECTORS FROM LIABILITY FOR ANY AND ALL CLAIMS, COSTS, SUITS AND DAMAGES, INCLUDING ATTORNEYS' FEES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE OPERATION OF CLIENTS, AND FROM LIABILITY FOR INJURIES SUFFERED BY ANY PERSON RELATING TO THE CLIENTS. ALL REASONABLE PRECAUTIONS WILL BE TAKEN TO SAFEGUARD THE PROPERTY ENTRUSTED TO ALLIES DESIGNS AND EVENTS. ALLIES DESIGNS AND EVENTS WILL NOT BE HELD LIABLE FOR LOSS, DESTRUCTION OR DAMAGE OF ANY KIND RESULTING FROM ITEMS WHICH ARE LOST OR DELAYED IN TRANSIT, WHETHER SUCH TRANSIT IS ELECTRONIC, FAX, MAIL OR OTHERWISE, NOR FOR UNAUTHORIZED USE BY OTHERS OF SUCH PROPERTY. ALLIES DESIGNS AND EVENTS WILL NOT BE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, PLAGIARISM, ETC. ALLIES DESIGNS AND EVENTS WILL NOT BE HELD LIABLE FOR TYPOGRAPHICAL OMISSIONS OR ERRORS. ANY LIABILITY ON THE PART OF ALLIES DESIGNS AND EVENTS AS DETERMINED BY A COURT OF LAW WILL BE LIMITED TO THE SERVICE FEE PAID BY THE CLIENTS.

23. CLIENTS ARE FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THE RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKD OF INJURY OR DAMAGE.

24. CLIENTS AGREES TO RELEASE AND DISCHARGE ALLIES DESIGNS AND EVENTS FROM ANY AND ALL RESPONSIBILITY

OR LIABILITY FROM SUCH INJURY OR
25. DAMAGE ARISING OUT OF THE USE OR OPERATION OF
THE RENTAL ITEMS: AND CUSTOMER FURTHER AGREES TO
WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS
FOR INJURY OR DAMAGE AGAINST ALLIES DESIGNS AND
EVENTS WHICH CUSTOMER OTHERWISE MAY BE ENTITLED
TO ASSERT.

CANCELLATION TERMS

26. THE CLIENTS ARE ENTITLED TO TERMINATE THE
AGREEMENT NO LATER THAN 30 (THIRTY) DAYS PRIOR TO
THE EVENT DAY, BY WRITTEN NOTICE TO ALLIES DESIGNS
AND EVENTS. THE CANCELLATION TAKES EFFECT ONLY
AFTER WRITTEN ANNOUNCEMENT BY E-MAIL OR IN PAPER
FORM, INCLUDING AN INDICATION OF REASONS.

27. SHOULD THE CLIENTS TERMINATE THE AGREEMENT
PREMATURELY, THE DEPOSIT IS NON REFUNDABLE, AND THE
REMAINING FUNDS, ALONG WITH ANY TRAVEL,
ACCOMMODATION, AND THIRD-PARTY COSTS, THE ACTUAL
NUMBER OF HOURS, INCURRED, WILL BE CHARGED.

28. ALLIES DESIGNS AND EVENTS IS ENTITLED TO
TERMINATE THE CONTRACT WHEN PAYMENTS ARE NOT
MADE WITHIN DUE DATE OR ACCORDING TO CONTRACTUAL
TERMS, OR FOR ANY MATERIAL BREACH OF THIS CONTRACT,
AGAINST ALL SUMMONS. IN THIS CASE, THE CLIENTS ARE
BOUND TO PAY THE AGREED FEES, PLUS THE ABOVE
MENTIONED OVERDUE NOTICE FEES, MINUS THE EXPENSES
SAVED BY THE PREMATURE TERMINATION, WITHIN 5
WORKING DAYS.

29. IN THE EVENT OF CANCELLATION THIS CONTRACT WILL BE HONORED WITHIN OR UP TO A YEAR OF THE CANCELLATION DATE, AFTER WHICH THIS CONTRACT IS VOID.

30. ALLIES DESIGNS AND EVENTS DISCOVERY OF NEW INFORMATION, CHANGES TO AGREED CIRCUMSTANCES WITHOUT PREVIOUS DISCUSSION, OR OTHER FACTORS, WHICH TEND TO CIRCUMVENT STANDARD POLICIES OR THE LAW, MAY RESULT IN WITHDRAWAL. SHOULD ALLIES DESIGNS AND EVENTS INITIATE THE WITHDRAWAL, ALL FEES WILL BE RETURNED, EXCLUDING THE BOOKING FEE AS WELL AS FAIR MARKET VALUE FOR ALL SERVICES/ PRODUCTS ALREADY PROVIDED.

RENTAL PROPERTY

31. CLIENTS WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PROPERTY FROM DAMAGE.

32. CLIENTS ACKNOWLEDGES THAT HE OR SHE HAS, OR WILL, PERSONALLY INSPECT THE RENTAL ITEMS PRIOR TO ITS USE AND FINDS IT SUITABLE FOR CLIENT'S NEEDS. CLIENTS ACKNOWLEDGES RECEIPT OF ALL ITEMS LISTED IN THE RENTAL AGREEMENT AND THAT THE RENTAL ITEMS ARE IN GOOD WORKING ORDER AND REPAIR AND THAT CUSTOMER UNDERSTANDS (WITHOUT FURTHER INSTRUCTIONS) ITS PROPER OPERATION AND USE.

33. CLIENT'S RIGHT TO POSSESSION OF THE RENTAL ITEMS BEGINS UPON ITEMS ARRIVING TO THE EVENT AND TERMINATES ON THE AGREED PICKUP /RETURN DATE AND TIME INDICATED ON THE CLIENT'S RENTAL AGREEMENT. RETENTION OF POSSESSION AFTER THIS DATE/TIME

CONSTITUTES A MATERIAL BREACH OF THIS RENTAL AGREEMENT. ANY EXTENSION OF THIS RENTAL AGREEMENT MUST BE AGREED UPON IN WRITING. TITLE ON THE RENTAL ITEMS IS AND SHALL REMAIN IN ALLIES DESIGNS AND EVENTS. IF THE RENTAL ITEMS ARE NOT RETURNED AND/OR LEVIED UPON FOR ANY REASON WHATSOEVER, ALLIES DESIGNS AND EVENTS MAY RETAKE SAID ITEMS

34. WITHOUT FURTHER NOTICE OR LEGAL PROCESS AND USE WHATEVER FORCE IS REASONABLY NECESSARY TO DO SO. CLIENT'S HERE BY AGREES TO INDEMNIFY, DEFEND AND HOLD ALLIES DESIGNS AND EVENTS HARMLESS FROM ANY AND ALL CLAIMS AND COST ARISING FROM SUCH RETAKING AND/OR LEVY. IF ALLIES DESIGNS AND EVENTS ITEMS ARE LEVIED UPON, CLIENT'S SHALL NOTIFY ALLIES DESIGNS AND EVENTS IMMEDIATELY.

35. CLIENTS SHALL BE RESPONSIBLE FOR ALL DAMAGE NOT CAUSED FROM ORDINARY WEAR AND TEAR. "ORDINARY WEAR AND TEAR" SHALL MEAN ONLY THE NORMAL DETERIORATION OF THE RENTAL ITEMS CAUSED BY ORDINARY, REASONABLE AND PROPER USE OF THE RENTAL ITEMS. DAMAGE WHICH IS NOT "ORDINARY WEAR AND TEAR" INCLUDES, BUT IS NOT LIMITED TO: DAMAGE DUE TO OVERLOADING OR EXCEEDING RATED CAPACITIES: BREAKAGE: IMPROPER USE: ABUSE: LACK OF CLEANING: DIRTYING OF THE RENTAL ITEMS BY LIQUID, PAINT, FOOD, OR ANY OTHER MATERIAL.

36. RETURN OF RENTAL ITEMS. CUSTOMER AGREES TO RETURN THE RENTAL ITEMS IN AS GOOD CONDITION AS WHEN RECEIVED, ORDINARY WEAR AND TEAR IS TAKEN INTO ACCOUNT. CAKE STANDS, RISERS, PEDESTALS, TABLES, AND TRAYS MUST BE CLEANED BEFORE PICKUP. CLEANING FEES MAY BE CHARGED IF ADDITIONAL CLEANING IS

NEEDED. ALLIES DESIGNS AND EVENTS WILL NOT DISPOSE OF ANY BALLOONS UNLESS PRIOR AGREEMENT OR PACKAGE INCLUSION. DISPOSAL FEES WILL BE CHARGED FOR THE REMOVAL OF BALLOONS, FLORALS, AND ANY OTHER DEBRIS. ALL PERSONALIZED ITEMS ARE FOR THE CLIENTS TO KEEP. LINENS SHOULD BE REMOVED FROM TABLES AND PLACE IN A PILE FOR PICKUP.

EXCEPTED BY ALLIES DESIGNS AND EVENTS RETURN DATE. CUSTOMER SHALL BE

37. LIABLE FOR ALL DAMAGES TO OR LOSS TO THE RENTAL ITEMS AND LIABILITY INCURRED PRIOR TO RENTAL AGREEMENT AGREED RETURN DATE. CUSTOMER SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED BY ALLIES DESIGNS AND EVENTS RECOVERING AND RETURNING DAMAGED RENTAL ITEMS TO ALLIES DESIGNS AND EVENTS PREMISES. IF THE RENTAL ITEMS ARE TO BE "PICKED UP" BY ALLIES DESIGNS ANDEVENTS CLIENTS AGREES TO PROVIDE A SECURE STORAGE LOCATION AND CUSTOMER ACCEPTS ALL RISK INCLUDING DAMAGE TO AND LIABILITY RELATIVE TO RENTAL ITEMS FORA REASON ABLE PERIOD OF TIME UNTIL THE RENTAL ITEMS ARE PICKED UP BY ALLIES DESIGNS AND EVENTS.

RENTAL PERIOD

38. RENTAL RATE IS FOR A MAXIMUM OF TWENTY-FOUR(24) HOURS UNLESS A LONGER TERM IS SPECIFIED IN THE RENTAL AGREEMENT AGREED RETURN DATE ON THE FRONT OF THIS RENTAL AGREEMENT. RENTAL RATES ARE BASED UPON SINGLE SHIFT USAGE(EIGHT HOURS PER DAY, FIVE DAYS PER WEEK).IF THE CLIENT'S MAKES GREATER USE OF THE RENTAL ITEMS, IT IS AGREED THAT THE ADDITIONAL USAGE WILL BE CHARGED. RENTAL CHARGES BEGIN

IMMEDIATELY UPON RENTAL ITEMS ARRIVING TO THE EVENT. RENTAL CHARGES AND UPON RETURN OF THE RENTAL ITEMS TO ALLIES DESIGNS AND EVENTS IN AN ACCEPTABLE CONDITION. NO ALLOWANCE WILL BE MADE FOR SATURDAY, SUNDAYS, HOLIDAYS, OR TIME IN TRANSIT, NOR FOR ANY PERIOD OF TIME, THE RENTAL ITEMS MAY NOT BEING ACTUAL USE WHILE IN CLIENT'S POSSESSION. IF THE RENTAL ITEMS ARE RETURNED PRIOR TO THE END OF THE MINIMUM RENTAL PERIOD, THE RENTAL DUE SHALL BE FOR THE ENTIRE MINIMUM RENTAL PERIOD. ALLIES DESIGNS AND EVENTS MAY TERMINATE RENTAL AT ANYTIME AND RETAKE THE RENTAL ITEMS WITHOUT FURTHER NOTICE IN CASE OF VIOLATION BY CUSTOMER OF ANY TERMS OR CONDITIONS OF THIS RENTAL AGREEMENT. CUSTOMER AGREES TO PAY A MONTHLY SERVICE CHARGE ON ALL UNPAID BALANCES. CUSTOMER AGREES TO PAY ALLIES DESIGNS AND EVENTS A FEE FOR ENVIRONMENTAL COMPLIANCE.

ADDITIONAL STIPULATIONS

39. THE TERMS AND CONDITIONS OF THE AGREEMENT MAY BE MODIFIED OR AMENDED AS NECESSARY ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES.

40. THE PARTIES CONFIRM THAT THEIR IDENTIFICATION DATA – ALLIES DESIGNS AND EVENTS AND CLIENTS – AND THEIR LEGAL REPRESENTATIVES, PROVIDED AND ENTERED INTO THIS CONTRACT, CORRESPOND TO REALITY, FOR WHICH THEY TAKE FULL RESPONSIBILITY.

41. THE CONTRACT PARTIES AGREE UPON THE HEADQUARTERS LOCATION OF THE ALLIES DESIGNS AND EVENTS – ALAMEDA COUNTY/ CALIFORNIA – AS COMPETENT COURT OF JURISDICTION AND THE APPLICATION OF

CALIFORNIA LAW. IN THE UNLIKELY EVENT OF A DISPUTE AND/OR LEGAL ACTION, ALLIES DESIGNS AND EVENTS LIABILITY IS STRICTLY AND COMPLETELY LIMITED TO REFUND OF MONEY PAID DIRECTLY TO ALLIES DESIGNS AND EVENTS FOR ITS SERVICES.

42. THE AGREEMENT AND ANY AMENDMENTS THERETO MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL AGREEMENT, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT.

43. BY SIGNING THE AGREEMENT, THE PARTIES AGREE TO AND ACCEPT THE TERMS AND CONDITIONS.

UPDATED JANUARY 1ST, 2023