Rental Agreement

Read the below terms & conditions outlining the Rental Agreement. Checking the box 'I agree to Terms and Conditions' on the Order Form page & submitting payment, constitutes Renter's digital signature. Renter & Company will be legally bound to the terms and conditions of the Rental Agreement below.

It is critical to review this Rental Agreement, product description, important tips, setup instructions, and other necessary information located on the Product Details Page of SHIP OUR WEDDING® website. Company recommends that Renter discuss all of the product description, important tips, setup instructions, and other necessary information located on the Product Details Page with Renter's vendors to ensure proper usage of rented Product(s).

By executing this contract as Renter, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this Rental Agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract. Renter must be at least eighteen (18) years of age, to obtain an Account and sign this Rental Agreement

from SHIP OUR WEDDING®.

1. ***Parties and Definitions.*** "Company" means SHIP OUR WEDDING® its agents, vendors, employees, officers, assigns, and directors. "Renter" means the entity or person renting products from Company, as well as the individual whose credit card was used to pay for the rented Products. "Product", "Products", & "Product(s)" means all item(s) or equipment listed in the "Rented Product" section of Renter's "Order Form" located on Company's Checkout Page. "Product", "Products", & "Product(s)" also includes all necessary shipping containers with instructions and associated supplies, components, and/or parts all of which the Renter agrees to return to Company. If any rented Products and/or components are not returned in the same condition in which they were rented, the Company will assess the value of the damages in its Sole Discretion (usually based on the cost of replacement). "Sole Discretion" means a determination in Company's sole and absolute discretion of replacement value. "Product Details Page" means the Company webpage that allows Renter to add Product(s) to Renter's Order Form. "Event Date" means the date of Renter's event as indicated on Renters Order Form. "Return Date" means 2 days after Renter's Event Date. "Warehouse Address" is 21312 Hilltop Street Southfield MI 48033.

2. ***Recital.*** Company desires to rent to Renter and Renter desires to rent from Company certain Products *(as defined in Renter's Order Form),* in accordance with the terms and conditions set forth in this Rental Agreement.

3. ***Products.*** All Products offered for rent by Company are owned by Company and are the exclusive property of Company, except for the Renter's rights to use the Products solely for the purposes as specified and approved by Company in the Renter's Order Form. All Products available on Company's website are for rental only. All offered products are subject to availability. Company reserves the right to refuse to rent a Product(s) to anyone for any reason at any time.

4. ***Rental Term.*** The Rental Term shall start at the documented "Proof of Delivery" time the Products are delivered to Renter and shall end at the time FedEx has possession of rented Products by scanning the return shipping label or at the time Renter returns Products back to Company as a local drop off in person at Warehouse Address. The Company agrees to deliver the rented Products no less than 2 days prior to Renter's Event Date, and the Rental Term expires 2 days after Renter's Event Date. That is Renter must return must deliver all rented Products to FedEx within 2 days of the Event Date with the included shipping label.

5. ***Possession.*** Renter must keep the Products at all times in his/her possession under their supervision during the Rental Term. Renter must be present at a specified shipping address, and FedEx will require a signature to accept the shipment. Renter can contact FedEx before the shipment has been delivered to have Products delivered to a secure FedEx location. Renter

accepts and assumes full responsibility and liability, Company is not liable for delivered Products left unsupervised.

Under no circumstances shall Renter sublease or sub-rent any Products to any other person or entity or use the Products for any other purpose other than what is outlined in the Renter's Order Form. Renter expressly covenants and agrees that it shall not assign or lend any Products or permit any Products to be used by anyone other than Renter, unless otherwise authorized by Company. Renter agrees to maintain adequate security in the service and access areas to protect the property of Company from theft, vandalism, or any other unforeseeable damages *(including acts of God, such as inclement weather)* of rented Products.

6. ***Use.*** Renter must maintain the Products in good condition during the course of the Rental Term and must return the Products in the same condition as received, except for reasonable wear and tear. Renter also agrees Products will be used in a manner described on Company's website. Renter hereby acknowledges that he/she has access to and understands the instructions for safe operation and practices with respect to setup, operation, and tear down of rented Products and understands the Product limitations that result in damage or failure. Renter agrees to follow proper set-up and usage of rented Products as discussed in, but not limited to, the cautions and instructions for proper usage contained in Company's FAQ page and Product Details Page.

7. ***Fee Responsibility.*** Renter assumes all responsibility for fees and costs of any nature incurred at their event in conjunction with their use of the rented Products. These fees or costs may include but are not limited to: smoke alarms, door alarms, parking fees, setup fees, tear down fees, overtime fees, power usage, labor fees, ladder, scissor lift, generator, etc.

8. ***Substitution of Product(s).*** Company reserves the right to substitute a specifically reserved Product(s) in the event of mechanical or other difficulties or unforeseen situations which may arise. In case of an unexpected breakdown, accident, severe weather, or anything that may interfere with Renter's scheduled event, Company is not liable. If Company is unable to render services due to any of these extreme cases, all payments including the retainer will be returned to Renter. This complete refund will be the full extent of damages the Renter is entitled to and no further damages will be sought by Renter.

9. ***Delivery and Return.***
   a. *Delivery Method.* Company offers free standard ground shipping for all orders over $94 in the continental United States both ways. $94 free standard ground shipping is based on the order subtotal. Tax & shipping costs will not be included in determining order subtotal. Company Products are shipped via FedEx and Renter will need to provide a valid shipping address to place an order. FedEx will not ship to a PO Box. Company only ships Products to

customers with valid addresses in the continental United States. Company will not ship Products to other countries or the states of Hawaii (HI), Alaska (AK), Armed Forces (AA), Armed Forces (AE), or Armed Forces (AP).

b. *Delivery Date.* Company guarantees that rented Products will arrive on or before the delivery date indicated on Renter's Order Form, provided that Renter complies with all conditions precedent as outlined in this Rental Agreement. Renter acknowledges that there may be situations that occur beyond Company's control that may affect the delivery date, including but not limited to the equipment availability and external shipping factors such as inclement weather and acts of God.

c. *Return.* All rented Products must be shipped back to Company in the original shipping container(s) through a physical FedEx location within two (2) days after Renter's Event Date. Company assumes no responsibility for representations made by it or any other person as to FedEx's shipping policies and procedures. Company shall include a pre-paid return shipping label to Renter. The Products must be returned in good condition as when received, except for reasonable wear and tear. Renter agrees to return Company's Products in the same packaging in which it was received, which is necessary to ensure Products are not damaged while in transit for return shipping. Company will provide the necessary packaging materials. If Renter misplaces or loses the packaging materials, Renter agrees to contact Company for instructions on how to package Products for

return. Renter is responsible for costs associated with shipping the Products in the event of a lost or misplaced shipping container. Returned Products must have prior shipping labels removed before applying another one to the shipping container. Products must be returned via the provided pre-paid FedEx shipping label. If Renter decides to return Products through a different shipping arrangement, Renter is responsible for all associated liabilities and costs.

10. ***Payment***. Payment is due in full thirty (30) days prior to Renter's Event Date. Renter agrees to pay at a minimum 25% retainer of the total balance of the Products including any applicable taxes *(plus any shipping costs)* at the time Renter's order is placed. Renter agrees to provide a valid payment method and all information necessary to process payment to Company at the time Renter's order is placed. All remaining payments must be paid in full thirty (30) days prior to Renter's Event Date in the form of an automatic charge with the default payment method saved on file.

    Renter may elect to pay its total outstanding balance in full at any time prior to thirty (30) days prior to Renter's Event Date via the accepted payment methods described below. Renter's digital signature of this Rental Agreement, indicates Renter's authorization to charge said credit card for the amount displayed on Renter's Order Form.

    Company accepts all major credit cards. Company accepts cash payments at our corporate office

address, 21312 Hilltop Street Southfield MI 48033. Company does not accept cashier's check, money orders, personal checks, or bank transfers. Please refer to Company's FAQ page for discussion of Company's grace period policy.

11. ***Refunds, Reimbursements, and Cancellation.*** Renter may cancel at any time prior to Products shipment via the My Account. Cancellations made by Renter thirty-one (31) days or more prior to Renter's Event Date will result in reimbursements for any amounts paid up to that time. Reduction of Products made by Renter thirty-one (31) days or more prior to Renter's Event Date will result in reimbursements of said amount. Company will give no refunds for any cancellations or reimbursement for any reduction in Products made thirty (30) days or less prior to Renter's Event Date. Refunds may take up to five (5) business days to process.

    Renter understands and agrees that an unlikely cancellation by Company will result in a full refund of all payments including the retainer. Renter further agrees that in the unlikely event of a cancellation by Company, a complete refund will be the full extent of damages they are entitled to and no further damages will be sought by Renter. Renter also agrees and understands that they cannot seek any damages from the Company, and agrees to hold Company harmless, as a result of Renter's dealings with any other person(s), vendor(s), and/or entities.

12. ***Change of Date.*** Renter must notify the Company

of any request to change the date of the Rental thirty-one (31) days or more prior to the Event Date. A change of date will result in a completely new transaction and cancellation of the old Event Date. Renter acknowledges that the requested Products may not be available for rental on the new requested Event Date. Company will not give any refunds or approve date change requests made by Renter (30) days or less prior to Renter's Event Date.

13. ***Late Fees***. Returns that are dropped off more than two (2) days after Renter's event at a FedEx location will result in a late fee charge to Renter's primary payment method of 10% of the rental cost per Product per day. Late fees continue for a maximum of ten (10) days. If the Products have not yet been returned ten (10) days after Renter's Event Date, then Renter will be charged, in addition to ten (10) days of late fees, the replacement cost for said lost/damaged Products.

14. ***Lost and Damaged Equipment***. If any Products are lost or damaged, or if Renter is past ten (10) days for returning rented Products, Renter will be charged the full replacement value of the rented Products as determined by the Company *(in addition to any late fee charges)*. The determination of whether Products are lost or damaged shall be in the Sole Discretion of Company. Renter is responsible for the theft, damage, alteration, fire, an act of God, or any other means once Products are delivered to Renter during the Rental Term.

Renter agrees to bear the financial burden if

any Products and/or any associated supplies, components, or parts be unreturned, stolen, seized, lost, soiled, damaged, stained, destroyed by fire, or other unforeseen situation, or altered in any way, beyond acceptable wear and tear. Acceptable wear and tear shall be determined in the Sole Discretion of Company, and may include small scratches, or minuscule damage. If Products are in need of repair beyond acceptable wear and tear, Company will make an effort to repair Products in-house. Completed in-house repairs result in no out-of-pocket expense for Renter. If the Products are deemed damaged, Renter will be responsible for associated repair(s) and/or cleaning fee(s) In the unlikely situation Products are deemed unrepairable, Renter will be responsible for any and all associated replacement costs.

If Products are not returned, Renter shall be responsible for the replacement cost of the unreturned Products, which shall be in the Sole Discretion of Company. Renter's digital signature of this Rental Agreement explicitly hereby authorizes Company to process any replacement and/or repair cost to the Renter's credit card on file.

15. ***Defective or Missing Items***. Company function checks all Products before shipments are processed to maintain Products are in good working order. Furthermore, Company's order fulfillment procedures uses two (2) employees before shipment. This ensures Renter receives the proper Product(s) and quantities. Renter

must notify Company of possible Product concerns *(including damaged, defective, missing, or other Product issues)* via the submit a Report button within Renter's Order tab of My Account area on Company's website within twenty-four (24) hours of delivery. All claims shall be deemed waived if Renter fails to provide this notice within twenty-four (24) hours of delivery. Renter agrees to check their order for correct quantity and test for proper function as soon as Renter receives Products.

16. ***Indemnity.*** Renter shall indemnify, protect, save, and defend Company and its agents, vendors, employees, officers, assigns, and directors and hold them harmless from and against any and all claims, liabilities, losses, damages, and expenses, including, without limitation, all court costs and attorney and expert witness fees and costs, arising from or in connection with or based on *(a)* the possession, inspection, condition, operation, or use *(by whoever operated or used)* of any of the Products or Equipment or *(b)* the performance or enforcement of any of the terms, or any noncompliance or nonperformance of any condition, occurring in connection with or in any way incident to this Rental Agreement.

17. ***Compliance with Laws.*** Renter will be responsible for compliance with federal, state, or local laws or regulations respecting safety or respecting use of the Products and shall indemnify and hold Company harmless from and against any and all claims of violations of laws or regulations or other claims of personal

injury or property damage directly or indirectly related to the installation, maintenance, or operation of rented Products.

18. ***Warranties.*** Renter hereby acknowledges that the rented Products are of a quantity, size, dimension, and color chosen by Renter. It is the sole responsibility of Renter to determine the correct Products to fulfill their desired expectations. The Company has not made and does not make any representation, warranty, or covenant, express or implied, in regards to the quality, suitability, durability, condition, or color of the rented Products for Renter's specific purpose or applications.

    Company shall have no liability for any damages, whether direct, indirect, general, special, incidental, exemplary, or consequential, incurred by Renter or any other person(s), vendor(s), and/or entities as a result of any defect or malfunction of the Products.

    Renter understands and agrees that Company has no direct control over venue characteristics and Renter agrees to hold Company harmless should a venue's lighting, layout, texture, brick, stone, wood, glass, doors, windows, dark walls, and/or emergency lighting have any adverse effects on the look or appearance of Company's Product. Actual Products may be different than what is portrayed in images and other material disseminated by Company due to Products selection, model variations, color variations, quantity, Renter setup time,

external factors, and venue location factors.

19. ***Waiver; Amendment.*** This Rental Agreement may be amended only by an instrument in writing signed on behalf of each of Company and Renter. No amendment, supplement, alteration, modification, or waiver of this Rental Agreement will be binding unless executed in writing by the party to be bound by it. No waiver of any of the provisions of this Rental Agreement will be deemed or will constitute a waiver of any other provision *(whether or not similar)*, nor will the waiver constitute a continuing waiver unless otherwise expressly stated.

20. ***Governing Law and Choice of Forum.*** This Rental Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-law principles. Any disputes, including any breach of this Rental Agreement between the parties as to the Rental Agreement, shall be litigated before a court in Michigan, Oakland County and each party hereto consents and submits to the jurisdiction of such court over such dispute.

21. ***Binding Effects; Benefits.*** This Rental Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, successors, and assigns. Nothing in this Rental Agreement, express or implied, is intended to or shall confer on, any person other than the parties to this Rental Agreement any rights, benefits, or remedies of any nature whatsoever under or by reason of this Rental

Agreement.

22. ***Severability.*** If anyone or more of the provisions of this Rental Agreement is for any reason held invalid, illegal, or unenforceable, the remaining provisions of this Rental Agreement will be unimpaired and will remain enforceable.

23. ***Entire Agreement.*** This Rental agreement constitutes the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this Rental Agreement, shall be valid or binding. This Rental Agreement contains the entire understanding of the parties and supersedes any other contract and extinguishes all prior drafts, agreements, arrangements, and understandings between Renter and Company, whether oral or written, with respect to such matters.

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PRINT RENTAL AGREEMENT