



Terms & Conditions

Reserving Equipment: Quotes and proposals do not guarantee availability of rental equipment. Block and equipment will be reserved only upon receipt of a signed estimate, a signed rental terms and conditions, and a 50% NON-REFUNDABLE deposit (wire transfer, check or credit card with signed credit card charge authorization form).

When you reserve blocks and any accessories, we immediately remove them from our inventory. As such, all reserved equipment is subject to a 25% cancellation fee up to 30 days prior to the event and a 50% cancellation up to 5 days before event. Equipment cancelled less than 5 days from event will be charged full rental price.

Final Payment for Rentals: No orders will be scheduled for delivery until full payment of the final 50% is received and we cannot be responsible for missed installations or deadlines that occur as a result of a delay in receiving the final payment.

Site Preparation: Please be sure your site is ready (i.e. lawns mowed, ground leveled, vehicles or furniture out of the way, access routes cleared, etc.) before the crew arrives.

Client agrees to inform EverBlock Systems of the existence of any underground utilities (i.e. phone or gas lines, septic system, pool pipes, irrigation lines, etc.), or conditions that may interfere with the ability to stake and/or anchor equipment.

Client assumes all responsibility for any and all damage to underground equipment in absence of such notice.

On-Site Service: Subject to availability, client may retain the service of an EverBlock Systems representative during an event for the purpose of monitoring and/or reconfiguring constructions. Additional charges apply for this service.

Delivery/Pickup Service: Delivery service is included on all rentals, 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-hours delivery and pickup. Delivery fees quoted may change after site inspection.

All items will 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

Responsibility for Equipment: Responsibility for equipment remains with the client from the time of delivery to the time of pickup and we suggest securing additional insurance to cover loss, damage or theft of equipment while in your possession. Please be sure all equipment is secured when not in use and treat equipment with the same care you would your own equipment.

Client shall be responsible for the cost, at currently established retail rates, of any blocks or accessories damaged or lost, from the time of delivery until the time of pick-up, with the exception of damage that occurs as a result of normal wear and tear during useage.

Client is not permitted to drill, cut, paint, or otherwise damage or modify blocks without prior mutual agreement in writing with EverBlock systems. An additional charge may be incurred for such modifications or damage.

Weather and Outdoor Installations: Client understands that EverBlock constructions are temporary structures and that there may be situations, particularly those involving strong winds, that may result in blocks being damaged or even blown over. Evacuation of areas or structures where EverBlock is installed may become necessary to avoid possibly injury and is recommended when severe weather threatens the area where the blocks are erected.

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 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 EverBlock structures. Client agrees that in the event of a predicted or actual storm or excessive winds, EverBlock Systems may dismantle any equipment that has been installed to ensure the safety of all involved.

Cleanup/Preparation For Pickup: All trash, and decorations of any kind should be removed from EverBlock constructions before scheduled pickup time. Client assumes responsibility for all damages caused by decorations. Please be aware that some decorations can cause a permanent stain or damage to blocks. Please ask if you are unsure, to avoid the cost of damages. Decorations must not affect the structural integrity of the EverBlock.

Color Variation: Please be aware that the color EverBlock blocks can vary slightly based on, normal use, and dye lot differences are part of the unique character of plastic products.

Indemnification and Defense: Client agrees that if legal proceedings are brought against EverBlock Systems for compensation for personal injuries or property damage arising out of the event, client will indemnify and hold harmless EverBlock Systems and its employees, except for claims that arise out of negligence, gross negligence, or willful acts or omissions of EverBlock Systems

or its agents or representatives.

Expiration of Rental Period: Client's right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Client's obligations under this contract. Time is the essence in this agreement. Any extension must, at EverBlock's election, be mutually agreed upon in writing. In the event that Client refuses to return blocks or accessories at the end of the rental period, and a mutually agreed upon extension is not in place, a rental fee shall accrue and become due at double the calculated daily rate billed on the base rental.

Additional Charges: Additional charges may apply if:

- The site is not ready or accessible when the crew arrives.
- The blocks and accessories are not ready for prearranged pickup.
- Delivery or pickup is from any location other than ground level (upstairs or downstairs).
- Blocks require excessive cleaning
- Customer requires pickups before or after normal business hours.

Jurisdiction: The Client agrees that the jurisdiction for any dispute that may arise as a result of the rental of equipment from EverBlock Systems or these Rental Terms and Conditions shall be New York County, New York, or any other venue that EverBlock Systems at its sole discretion may choose.

Be sure all equipment is returned according to these RENTAL 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 the responsibility of the client.

I have read and agree to the above TERMS AND CONDITIONS and acknowledge receipt of same.

Client Signature

Date

Client Name

Estimate Number

www.everblocksystems.com
844-422-5625 (844-4ABlock)