

Party Rental Policies for Event Magic 2021-2022

In consideration of renting specified items from Event Magic, also referred to as we, us or our, you agree to abide by our following policy and to the contractual terms herein. You understand that failure to follow the policy or the terms, or otherwise damaging or losing any rental item, will result in additional charges to you, which you agree to promptly pay.

Covid Pandemic New Policies: Event Magic will abide by the laws of the city and state. Our employees are trained to wash hands, wear masks, clean and disinfect our equipment. Our hours are modified 10A-2P MON-FRI and closed on weekends. Special requests and appointments can be made. Please inquire with our staff. All deposits are non-refundable so please make sure your event is happening.

Rates: Event Magic's rates are based on a one-day or weekend rate and weekly or monthly rental. Weekends count as one day provided the rentals are only being used for one event for one day. At the time your reservation is made, you are required to pay Event Magic a 50% NON-REFUNDABLE DEPOSIT. You are required to make full payment 5 days prior to the event. We require a valid ID, credit card, policy form and contract signed to secure your order. If you are paying online, you have agreed to the terms of this policy form by paying for your rental. We do not reserve items until payment has been received. By paying online you agree that all information is correct on your invoice (delivery times, dates, equipment, etc.). In some cases, a PO will work as a contract.

Terms: At the time of reservation, we must have a confirmed/signed reservation and full or 50% NON-REFUNDABLE payment. If either item is not in place, your order will remain a quote, not a reservation and we are under no obligation to you.

Cancellation Policy: If for some unfortunate reason your event is cancelled for ANY REASON your 50% deposit or full payment will be lost. When Event Magic reserves the rentals, we will not double book our rentals and cannot rent to anyone else. We reserve them for you and only you for your event date. You will lose the full amount of your payment if cancelled 5 days before the delivery date.

Returns-Final Inspection: We reserve the right to modify charges and to charge you for broken, missing, damaged or dirty items after items have gone through final inspection within 24 hours after picking up.

Damage Waiver – The damage waiver is for minimal damage or loss, cleaning or minimal repair. YOU MAY NOT DECLINE IT. It covers up to the amount of the damage waiver (10%) Any rental item damaged or dirty is your responsibility up to the amount of the DW. Missing items are not covered. Client is responsible for missing items in full. Any damaged items must be returned for coverage to be valid.

Deliver/Pickup & Set-Up: Typical delivery/pickup hours are Monday through Friday 9:30 am to 5:30pm and 10am-2pm on Saturday. EVENT MAGIC WILL HAVE MODIFIED HOURS DURING THE COVID PANDEMIC. PLEASE INQUIRE WITH OUR STAFF OR LOOK FOR POSTED HOURS. For deliveries we work with 4-6 hour windows of time for best pricing. These windows are arrival times and are estimates only. Event Magic will not refund delivery fees if we are late. You may call our office to get a better idea of the time of arrival on the day of delivery. Additional delivery charges will apply for orders requiring delivery/pickup at specific times or outside of normal business hours as noted above. We cannot guarantee a specific delivery/pickup time without additional charges. To find out when your order is scheduled for delivery/pickup, please call the day of the delivery/pick-up date indicated on your contract. We will give you an approximate time frame if deliveries/pickups go as planned. All delivered equipment is dropped off in stacks, as close to your requested area as can be reached with our delivery vehicle, we need to be able to access drop-off/pick-up area within 75ft of truck. We require a hard surface to roll equipment. If items must be transported to a specific area, i.e. (inside building, stairs, elevators, etc.), please advise our staff. Additional fees will apply if you do not disclose this information.

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Set up and break down service is available if needed on site. Please inquire with our staff and they can call the office to get a quote for you. If you set up the equipment, it is also your responsibility to break it down and return it to the place where it was delivered, properly stacked and ready to go. If equipment is not ready for pick up, an hourly fee will be charged for standby time or breakdown/carrying. All items being picked up must be in the same location as delivered if possible.

Tent Securing and Installation: Tents installed by Event Magic will be staked into the ground or we will use water barrels or cement weights to secure the tent. We do not stake into asphalt/concrete without additional fees. If severe weather is predicted, we reserve the right to refuse to install any tent. You are responsible for knowing what is underground before we arrive; **we are not responsible for any underground utilities, sprinkler systems, septic systems, electrical, rocks, etc.** Keep in mind that overhead clearance (i.e. electrical wires, tree branches, etc.) is your responsibility to tell us about. If we arrive on site and we can't put up the tent you will be charged up to the full amount of the order. Tents are not 100% waterproof. Wind and rain can cause leakage and walls to blow in. Event Magic cannot control weather conditions. If Event Magic has to come out to secure walls and secure tent after setting up additional fees may apply.

Long Term tent rentals: If you have a long-term rental (over 1 weekend) we are not responsible for any weather incident (wind or rain) You must carry an insurance policy to cover the structure and Event Magic additionally insured after 3 days of use. If bad weather conditions are predicted, you may request that we take down the tent. It is recommended that the client watch weather and to let us know if winds over 40-60 miles per hour or heavy rains are predicted.

Heaters: Heaters can be hard to light in some conditions. Heavy winds and rain are not ideal situations for heaters and Event Magic is not responsible if heaters do not light in these conditions. Heaters should be on a level surface. Event Magic will set up and test heaters on site when delivered. We may leave the pilot flame on for easy on/off usage in some situations. You must turn on heaters 1-2 hours before your event. If you cannot get heaters working and conditions are good, you should call our emergency phone 510-434-0407 and talk to someone or leave a message. Refunds will not apply if a timely call is not made and a clear message left.

BBQ and Grills: All grills must be scraped of all food and debris and charcoal must be disposed of 1 hour prior to pick up of the grill to avoid hot coal incidents.

Red Carpets: Red carpets must be installed on dry surfaces only and are meant for indoor use. Carpets will be taped down with duct tape. Event Magic will not be responsible for any damage to floors. You understand that residue may be left, hardwood or tiled floors damaged from taping. All carpets must be returned in the same condition as when we brought them to you. You are required to vacuum and/or sweep carpets before returning or a cleaning fee will be charged.

Dishware/Glasses: Scrape solid food and debris from plates and glasses, rinse clean, and then return to the appropriate crates or racks. We charge 50% of the rental charge if not returned this way. You are responsible for any missing or damaged dishware and glasses and will be charge accordingly for any breakages.

Linens: As a service to our customers, we offer the rental of top-quality linens and napkins in a variety of colors and sizes. Do not place linens in plastic bags; doing so may cause molding and damage to linens. Linen bags may be provided by request. If linen bags are not with order, please bag in clear garbage bags and do not tie bag. Leave bag open as not to let moisture create mold. When picking-up linens, you

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are responsible for verifying that you are receiving the appropriate amount. All linens must be free from burns, tears, pins, tacks, abrasions, etc. You are responsible for the replacement cost of any missing or damaged items. Shake out any loose debris from linens (food, petals, decorations, etc.). Failure to remove all loose debris will result in a fee. We reserve the right to make a final inspection of linens when performing our sorting process. Typically, this process will be done within 48 hours; after which you will be notified of missing or damaged items.

Staging and Flooring: When choosing a location for a stage or dance floor, the most level area should be selected. Our wood parquet dance floor is for indoor use only. If used outside and damage occurs, you are liable for repair and or replacement of the dance floor. It is your responsibility to keep the stage or dance floor protected from weather, water, dampness, etc. Charges will apply for any damages.

Return of Rental Items: You agree to return to Event Magic all rental items in as good condition as when received, ordinary wear and tear excepted by the agreed upon return time. You are liable for all damages to or loss of any rental item.

Inspection of Rented Items: You are renting the items on an as is basis. You agree to personally inspect the rental items prior to their use and count them. Unless otherwise notified before the event, you acknowledge that all rental items were delivered in good working order and repair; and that you understand, without further instruction, proper operation and use of every rental item.

Assumption of Risk: You agree that you fully understand that there is risk of injury or damage arising out of the use or operation of the rental items. You voluntarily assume all of the risk of injury or damage associated with the operation and use of the rental items. You further agree to release and discharge Event Magic, including its officers, directors, employees and contractors, from any and all responsibility or liability from such injury or damage arising out of the operation or use of the rental items; and to waive, release and discharge any and all claims for injury or damage against Event Magic, including its officers, directors, employees and contractors, which you otherwise may be entitled to assert; except for those solely caused by the gross negligence or willful misconduct of Event Magic.

Indemnity: You agree to take all necessary precautions regarding the rental items, to use the rental items properly and as intended, and to protect all persons and property from injury or damage. You also agree to hold Event Magic, including its officers, directors, employees and contractors, harmless from and against any and all liability, claims, judgments, attorneys' fees and costs, of every kind and nature, including but not limited to, injuries or death to persons and damage to property, arising out of the use, maintenance, operation, possession or rental of the items rented, however caused, except to the extent arising through the sole gross negligence or willful misconduct of Event Magic.

I have read and agree to the above Event Magic policies and terms and agree to abide, and be bound, by them.

Client Signature: _____

Date: _____

Credit Card Authorization Form

INITIAL HERE IF YOU WOULD LIKE TO KEEP THIS CARD ON FILE FOR FUTURE ORDERS

Company name _____

Name on Card _____

Contact phone # _____ Contract Name or # _____

Card number _____

Expiration Date _____

Billing Address on Card _____

Zip Code _____

3 or 4 digit code _____ (3 for Visa and MC and 4 for AMEX)

Event Magic charges 5% service charge for AMEX

_____ allows Event Magic to debit credit card.

Print Name

In the amount of \$ _____. **Reservations cancelled 14 days prior to the event will be subject to a 30% cancellation fee, 7 days prior 50% and 72 hours before the event a 100% cancellation fee will apply.**

Client authorizes use of this card for lost, stolen or damaged property.

Fax to 510-434-0408 or e-mail to eddie@eventmagic.com ; cc abby@eventmagic.com

This form will be kept on file with your contract and then shredded after event. By signing below client understands all terms and conditions stated here and, in all policies, written on our website. For more info go to www.eventmagic.com.

Client Signature: _____ Date: _____