



ERDC Rental Policy

As used herein, "ERDC" means Blackbird Investment Group, dba Event Rentals DC and "Client" means the customer identified in the applicable Order, its agents and/or employees, and includes the person or entity for whom the services are being provided, even if the identified Client is an agent for such other person. By accepting any order ("Order"), which acceptance may be verbal or written, Client agrees to the following terms and conditions, which shall apply except as otherwise specifically indicated on any Order.

1. **Rental Terms.** This is a rental agreement only. Rental Items shall remain the personal property of ERDC. No operators are furnished with the Rental Items. The rental period commences on the "Install or Delivery" date and ends on the "Pick-up" date shown on the Order. If Client makes greater use of the Rental Items than agreed upon, or does not return will-call items by the "Pick-up" date shown on the Order, additional fees will be charged. Orders finalized within 7 days of the installation may be subject to increased pricing.
2. **Payment.** A deposit of 50% of the invoice total shall be required to secure an Order. Any amounts not paid when due shall bear interest at the lower of the maximum rate permitted by law or 1.5% per month (18% per annum) from the date due until the date paid. ERDC may charge a fee of \$25.00 on all returned checks.
3. **Client Cancellation.** Except for a cancellation for a default by ERDC, upon any cancellation of an accepted Order, Client will be responsible for the cancellation fees as follows: Any cancellations more than 7 days in advance of the initial scheduled delivery date will be billed at 50% contract value. Any cancellations made within 7 days of the initial scheduled delivery date will be billed at full contract value. No cancellations due to COVID-19 will be accepted or refunded. Refusal of items on site constitutes a cancellation by Client. Refusals will be billed at full contract value. ERDC may assign, at its sole discretion, store credit for cancelled or refused items.
- 3a. **ERDC Cancellation.** ERDC reserves the right to terminate/cancel any contract at anytime and for any reason and will not be liable for any Special Damages (see section 17). ERDC will promptly notify all clients of a cancellation and will refund all monies within 7 days of the cancellation.
4. **Client Contracts.** Any contract requirements imposed by Client or any venue must be provided for ERDC's review and approval no less than 14 days in advance of the delivery date. **It is Client's responsibility to timely provide for ERDC's review and approval any Client or venue PO, non-disclosure, hold harmless or other agreement.**
5. **Compliance with Laws; Safety.** Client is responsible for obtaining all permits and/or licenses from the appropriate government agencies. If permits or licenses are denied for any reason, Client remains responsible for all obligations pursuant to this Agreement. Client shall not move the Rental Items from the address at which Client represented they were to be used. Client shall not use or allow anyone to use the Rental Items in any illegal or unsafe manner. Client shall not allow any person to use or operate the Rental Items who is not qualified or who has not received and understands the safety and operating instructions or who does not utilize all required safety equipment. Client shall comply with all applicable laws which apply to the use of the Rental Items during the rental period.
6. **Access.** If ERDC is delivering or installing the Rental Items, Client shall be responsible to: (a) provide or obtain access to the Event location and areas required for ERDC to unload, stage and install the Rental Items; (b) ensure all Rental Items will fit into the venue, including doors, elevators and stairwells; (c) coordinate the work of ERDC with the work of others to avoid undue delay in ERDC's ability to perform the Services and install and remove the Rental Items in a timely and efficient manner; (d) ensure a safe, clear path of ingress and egress for delivery and, if applicable, installation, of the Rental Items; and (e) unless installation is included in the Order, fold and stack the Rental Items, rinse and re-rack all dishes, wipe down all catering equipment and return all Rental Items to the drop-off location for ERDC to pick-up. If Client has any questions about the space needed for ERDC to unload, stage and install the Rental Items it is Client's responsibility to ask. Client is responsible for any delays or extra costs associated with providing insufficient access or space. ERDC may refuse to deliver Rental Items if there is no safe means of ingress and egress, or charge additional labor costs, and Client shall be responsible for all related cancellation fees and additional labor costs.
7. **Damage to Non-Rental Items.** ERDC has no responsibility to move any non-rental items. If, as a courtesy, ERDC agrees to move any non-Rental Items, such activity is at Client's sole risk. ERDC shall not be liable for any damage arising therefrom. Provided ERDC takes reasonable care to protect such surfaces, ERDC shall not be responsible for any damage to pool decks, flooring, grass, tracks or other surfaces on which Client requests ERDC drive, walk or install Rental Items.

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8. **As-Is/Acceptance.** Client shall inspect the Rental Items upon pick-up, arrival and/or upon installation. Client must notify ERDC of any problems related to rental items via email, within 1 hour of the pick-up or delivery. If Client does not notify ERDC of defective, missing or incorrect Rental Items within 1 hour of pick-up or delivery, Client shall be deemed to have accepted the Rental Items in their "as is" condition and waives his/her right to dispute the installation. ERDC, at times, may advise client in regards to tent size, tent type, tent security, and other rental items according to best practices. Client may choose, at his or her discretion, to heed or not heed the advice of ERDC. It is the responsibility of the Client to ultimately choose and verify the accuracy of all items on his/her order prior to the delivery. ERDC is not liable or responsible for ANY Order-related discrepancies, failure to heed ERDC advice, or any product description inaccuracies.

8a. **AC/Heat/Electricity Disclaimer.** If any and all electrical equipment is being powered by a generator and no redundant power or back up is scheduled for the Event, ERDC is not responsible for any damage as a result of mechanical failure. ERDC is also not responsible for any claims arising for the usability of Client electrical outlets, power output, and connections. Due to uncontrollable factors governing A/C and Heat generation, ERDC can only advise Client on an appropriate number of heaters or A/C units based on industry best practices. However, ERDC cannot guarantee that heaters or A/C units will heat or cool tent or structure to a specific, or desired temperature. ERDC is not liable for any heat or A/C related claims.

9. **Delivery; Pick-Up.** For all Orders, Client agrees to return to ERDC the Rental Items by the agreed return date ("pick-up" date on Order) or be responsible for all delivery and pick up related surcharges. Client agrees to provide a secure storage location and Client accepts all risk including damage to and liability relative to Rental Items for a reasonable period of time until the Rental Items are picked up by ERDC. It is also the responsibility of the Client to confirm and check delivery and pick up times as stated on the Order to allow ERDC to deliver and collect rental items in a timely fashion. If Client is late or a no-show, and/or additional deliveries/pick-ups are needed, a surcharge will be assessed. If no time is specified on the order, ERDC will assume the Client is requesting an Anytime delivery and pick up option. Client agrees that ERDC is not responsible for any loss and is held harmless against any and all claims resulting from Client failure to check and confirm delivery and pick up times.

9a. **Delivery Types.** "Anytime" and "4 Hour delivery/pick up" times are scheduled by ERDC. "Anytime delivery/pick up" means anytime between 8AM-8PM M-Sun, but can be earlier or later depending on the workload. "4 Hour Window delivery/pick up" are set between a certain 4 hour time frame 8AM-8PM M-Sun, but can be earlier or later depending on the workload. For "Anytime" and "4Hour Window delivery/pick up," ERDC will try to provide a timeframe, but accuracy and actual delivery times are NOT guaranteed. "Specific Timed delivery/pick up" are scheduled by the Client and are guaranteed to arrive no more than 30 minutes before or after the scheduled time on the order.

10. **Delivery Policy.** Upon delivery of items, Client must sign the Delivery Sheet. If Client refuses to sign the Delivery Sheet, ERDC may refuse to complete the delivery/installation or dismantle installed items and will be billed as a Client Refusal. Client will be responsible for paying 100% of the contract value and any and all additional fees.

11. **Specific Timed Delivery/Pick Up.** Unless Force Majeure is invoked, ERDC shall make every reasonable effort to deliver rental items within +/-30 minutes of the scheduled delivery time. If ERDC delivers anytime later than 30 minutes after the scheduled delivery time, ERDC will refund the delivery fee and will make every reasonable effort to assist the client. If ERDC is a no show and the event cannot occur, ERDC will refund the entire invoice and up to an additional 10% of the total invoice for inconvenience caused. ERDC is held harmless from any and all damage and monetary related claims resulting from tardiness or no show.

12. **Loss or Damage.** Client shall be responsible for any losses or theft of Rental Items, and all damage to Rental Items beyond ordinary wear and tear, while in the possession or control of Client. Linens and drapes must be dry before being placed in bags or they may mildew or be otherwise damaged. Client will pay for all Rental Items lost or damaged in an amount equal to the replacement cost of the Rental Items. An optional Damage Waiver is available to Client, which protects Client from some reasonable, accidental damage to Rental Items. However, Damage Waiver does not cover missing, stolen, or intentionally damaged items. ERDC at its sole discretion, will determine if the Damage Waiver is applicable, and reserves the right to deny any Damage Waiver claims.

13. **Weather Events.** ERDC will use commercially reasonable efforts to minimize weather related risks of any outdoor Event. However, should any appropriately installed Rental Items become unusable after delivery to the Event due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond ERDC control, Client shall still be liable for payment in full of all charges. At Client's request, subject to availability, ERDC will attempt to repair, reinstall or replace any properly installed Rental Items damaged due to weather events and Client shall pay ERDC's actual costs in connection therewith plus an administrative cost of twenty percent (20%). If there is forecasted to occur during installation extreme weather, ERDC may decline to install the Rental Items for the safety of ERDC's workers and others.

13b. **Weather Disclaimer.** ERDC will install tent and rental items in a professional manner and use best practices to secure and insulate the tent or rental items from weather. However, tents and rental items are temporary structures. ERDC does not guarantee that the tent or rental items are 100% impervious to any weather elements. Under no circumstances is ERDC liable for any weather related claims.

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14. **No Warranties.** ERDC makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the Rental Items are fit for Client's particular intended use or that they are free of latent defects. ERDC shall not be responsible for any defect or failure unknown to ERDC. ERDC is not the manufacturer of the Rental Items or agent thereof.

15. **Injury or Damage.** Client will take all necessary precautions regarding the Rental Items, and protect all persons and property from injury or damage while in possession or control of the Rental Items. Client agrees to indemnify, defend and hold harmless ERDC from and against any and all liability, claims, judgments, attorney's fees and costs, including, but not limited to, injuries or death to persons and damage to property, occurring while the Rental Items are in the possession or control of Client, arising out of the use, maintenance, operation, possession, or rental of the items rented, however caused, except arising through the sole gross negligence or willful misconduct of ERDC.

16. **Assumption of Risk.** Client is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the Rental Items and voluntarily assumes all of the above risks. Client agrees to release and discharge ERDC from any and all responsibility or liability from such injury or damage against ERDC which Client otherwise may be entitled to assert, except to injury or damage arising through the sole gross negligence or willful misconduct of ERDC.

17. **Waiver of Special Damages.** UNDER NO CIRCUMSTANCE WILL ERDC BE LIABLE FOR ANY LOSS OF PROFITS, SAVINGS OR BUSINESS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WITHOUT REGARD TO WHETHER ERDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Force Majeure.** Only ERDC's performance under this Agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strikes, labor disputes, riots, disease, pandemic, any and all unforeseeable and uncontrollable accidents, natural disasters and other Acts of God, and governmental mandates beyond ERDC's control. Client is still responsible for ALL monetary obligations and payments due in accordance with Paragraph 3 "Client Cancellation" of this Agreement. In such event, ERDC will promptly notify Client of such conditions. ERDC may use reasonable efforts to provide substitute Rental Items and Services, subject to each party's written approval of the substitute Rental Items and Services and Rental Prices and Fees.

19. **Tents.** If the Rental Items include tents:

a. Client shall be responsible for locating underground utilities and other structures, providing ERDC with a diagram showing the location thereof, and for any damage resulting from ERDC encountering unmarked underground utilities or structures.

b. Tents are designed to be secured using stakes or, for asphalt or concrete surfaces, concrete anchors, water weights or blocks. Client accepts full responsibility, and shall indemnify, defend and hold ERDC harmless, from and against any claims or damage to persons or property resulting from Client requesting any tent be installed and secured in any other manner. ERDC is not responsible for repairing asphalt or concrete surfaces damaged in connection with the normal installation process.

c. Client agrees: (i) prior to the time ERDC is scheduled to arrive for installation, to clearly mark the exact location of the tent and have the installation area cleared; (ii) to have a representative present at the time of tent erection; and (iii) to have the contents of the tent, other than Rental Items being picked up by ERDC, cleared out before the date the tent is to be taken down. In order to install or takedown a tent, ERDC must have clear unobstructed space that is larger than the tent by at least 10 feet on each side and end of the tent. Client shall be responsible for additional charges for any delay incurred, or additional labor, resulting from Client's failure to prepare the installation site in accordance with these specifications or ERDC being required to relocate any tent which was installed according to Client's original instructions.

d. Tents are rented on an "AS IS" basis. Although the canvas and vinyl fabrics of the tents have been treated for water repellency, ERDC disclaims any guarantee or warranty as to the effectiveness of such treatment, or that the fabric of such Items will not stretch, shrink, crack, fade, tear, or leak.

e. From the time ERDC's crew leaves after installing the tent, Client shall maintain the tent(s) in good condition. Client shall make no alterations to any tent without ERDC's prior written permission. Signs or banners shall not be affixed to the tent top or walls and may be hung only from the "D" rings or wall rope on the side valance of the tent, or from ropes strung between tent poles. DO NOT USE TAPE ON TENT TOPS OR SIDES. Client shall not to allow cooking, fire or any combustible materials under or with twenty (20) feet of the tent unless such items were included in the Rental Items and were installed by ERDC. Any such cooking, fire or combustible materials included in the Rental Items are not moved from the locations in which they were installed by ERDC.

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f. Tents are temporary structures and will not withstand strong wind, rain, lightning, earthquake or other conditions. A tent installed in a safe manner may become unsafe due to such conditions. Client has responsibility to monitor weather and other conditions, especially wind, and bears all responsibility for the safety of persons and property and the decision whether or not to evacuate the tent and tent areas. Client is responsible for developing an evacuation plan for tents and Client should ensure its on-site personnel are thoroughly familiar with tent evacuation procedures. In the event of a predicted or actual extreme weather events, ERDC may decline to install, or may dismantle, any equipment, for the safety of ERDC's and Client personnel, Event attendees and others.

g. Tents may only be installed once. ERDC has no obligation to move tents once tents have been installed at the appropriate location as designated by the Client. Moving an already installed tent will incur additional labor fees.

h. Client may not in any way, attempt to uninstall, move, or dismantle any tent. Client assumes full responsibility and liability for any injuries and accidents that may arise from unauthorized tent breakdown.

20. **Legal.** This Agreement and its terms and conditions supersede and will take precedent over any and all contracts, agreements, and obligations ERDC may have with other parties. If ERDC has a claim against the Client, ERDC may choose to settle the claim via The Court System or Arbitration. All claims and disputes Client has against ERDC arising under or relating to this Agreement will be settled by binding arbitration in the state of Virginia or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses. Under no circumstances will ERDC be liable to pay any plaintiff's attorney's fees, regardless of the outcome of arbitration. Any such arbitration shall be conducted by an arbitrator experienced in the Event and Party Rental Industry and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

21. **Severability.** If a mediator, arbitrator, or court holds, for any reason, that one or more provisions of this Agreement is invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but such provision will be deemed deleted, and the deletion will not affect the validity of other provisions of this Agreement.

22. **Survival.** Those provisions of this Agreement which by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.

23. **Reviews.** By signing this contract, Client relinquishes his/her right to write any and all review/s online, in person, or through any physical or virtual medium. Client agrees that if he/she publishes any unauthorized reviews, he/she will be fined \$500 per review. Client also acknowledges that he/she may be subject to legal action if a review is published. Client acknowledges that he/she cannot make any amendments or adjustments to the delivery policy. Acceptance of delivery itself constitutes acceptance of Delivery Policy.

ATM POLICY

1. **Location and Security:** Client agrees to provide a 120v outlet on site for the ATM. Location must be easily accessible for ERDC staff and technicians. It is the joint responsibility for Client to maintain the security of the ATM site. Any unauthorized transportation, tampering, vandalism, theft, or destruction shall be immediately reported to local police. Client must be proactive, defined as how a prudent person would act to protect his or her private property. Client is responsible for any financial loss that occurs if Client did not act reasonably proactive, as defined by any and all steps and measures a prudent individual would take to secure his or her property.

2. **Handling:** Handling refers to troubleshooting and powering on the ATM. It does not refer to customer transactions. Only ERDC staff are permitted to handle the ATM. ERDC is not liable for any injuries that may occur by unauthorized handling by Client or Client's customers.

3. **Network Outage:** Client understands that mobile ATMs as well as most ATMs work wirelessly using ColumbusData's network. ColumbusData is the largest credit card and ATM processor in the world. Although extremely rare, ColumbusData's wireless network may go down. When this occurs, ALL ATMS WILL NOT WORK. The duration of the power outage can be as quick as 1 minute, or it can last several hours. Client understands that simply bringing a new ATM will not solve the problem. Client understands that wireless network outages are completely out of the control of ERDC staff. ERDC cannot be held responsible in any way for any loss that may occur due to network outages.

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4. **Maintenance:** Client understands that ATMs are machines and they are liable to malfunction, breakdown, or need repairs. ERDC will do its best to maintain the quality of the ATM machine and small repairs that can be made on site. If extensive repairs are needed, ERDC will remove the damaged ATM machine and provide another ATM machine. Client understands that ATMs do not trouble-shoot problems directly to ERDC. Problems may have to be identified by Client on-site. It is the joint responsibility of Client and ERDC to identify problems such as bill-jams, wireless outages, and any type of issue that may occur with an ATM. Although ERDC's ATM machines are wireless, wireless only defines the method by which the ATM communicates with the processing bank. ATM machines do not communicate directly with ERDC.

Name: _____

Signature: _____ Client has read and hereby agrees to all ERDC policies.

Date: _____

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eventrentals
NY & DC

Rental Agreement

a. Credit Card Authorization

Lessee has elected to pay by credit card. A 50% Deposit is due upon execution of this Agreement. Additional services rendered during the event or occur after the execution of this agreement will be billed separately.

Date: _____

Quote Number: _____

Phone Number: _____

Billing Address: _____ (Street, State, Zip)

Card: () VISA; () MasterCard () American Express

Account Number: _____

Exp. Date: _____

CVV2 No.: (3 or 4 digit no. on back) _____

ZIP CODE: _____

To pay via Credit Card over the phone, sign the bottom section of this page and send the Rental Agreement back to us via email or fax. Please provide PHOTO ID for payment verification.

Disclaimer:

***Lessee understands that connected Economy Line Tents are not recommended by Event Rentals DC during periods of rain. Connected Economy Tents are multiple structures and not a single structure, allowing the possibility of water leakage between the structures. Lessee is responsible for checking weather patterns before his/her event. Lessee is solely responsible for his/her tent selection and holds Event Rentals DC harmless against all weather related claims.

I, Lessee, hereby acknowledge *Blackbird Investment Group DBA Event Rentals DC*TM to charge the preceding card for expenditures related to this contract/invoice and additional rental items or purchases, including but not limited to missing items, damaged items, cleaning charges, additional delivery charges or cancellation. If Lessee, or party authorized by Lessee, is not present at time of delivery to take possession of equipment, Lessee may authorize Event Rentals DC to install or leave equipment in a location as designated by Lessee; however, Lessee is fully responsible for any loss or damage to the equipment during his/her absence. ***Damage Waiver does not cover missing, stolen, or intentionally damaged items*** Any cancellations more than 7 days in advance of the scheduled delivery date will be billed at 50% contract value. Any cancellations made within 7 days of the scheduled delivery date will be billed at full contract value. Refusal of items on site constitutes a cancellation by Client. Refusals will be billed at full contract value. By signing this CC authorization/agreement, Lessee acknowledges that he/she accepts Event Rentals DC's full unabridged rental policy (available per request and [online](#)) and has henceforth entered into a contract of hire.

x _____
Signature of Lessee/ cardholder or authorized user

x _____
PRINT Lessee/ cardholder's name

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