



## Terms & Conditions

The following terms and conditions (these "Terms & Conditions") apply to the rental of equipment, including furniture, drape, scenic rental items, (the "Equipment") and certain other services provided by Quest Events, LLC ("Quest Events") in connection therewith (collectively, the "Services"). These Terms & Conditions are being provided in connection with certain other documents related to the rental of Equipment and the provision of Services, including, without limitation, a proposal or rental quote (the "Rental Quote") and a Confirmation, as defined hereinafter (collectively, the "Rental Documents"). Upon the issuance of a Confirmation by Quest Events, the customer whose name appears on such Rental Quote (the "Customer") and Quest Events agree as follows:

### INSPECTION, REPLACEMENT AND USE OF EQUIPMENT

Other than Equipment that is selected and installed by Quest Events, the Customer represents and warrants that (a) it has had the opportunity to adequately inspect, or will have inspected at the time of delivery (and prior to using), any and all Equipment, and (b) any and all Equipment accepted and used by Customer is/was, at the time of delivery and acceptance, suitable for its needs and in a safe and working condition. If any Equipment is damaged upon receipt, Customer must notify Quest Events within 24 hours of delivery or take responsibility for the damage. In the event the Equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to immediately discontinue use of such Equipment and notify Quest Events. Upon such notification, Quest Events will, if available, replace the Equipment with similar Equipment in good working order. Customer shall not (i) make any alterations, additions, modifications, or improvements to the Equipment and/or environment, (ii) use any Equipment for any purpose or in any manner other than for the purpose and in the manner for which it was intended by the manufacturer, (iii) use any Equipment or Services for any illegal purpose or in any illegal manner, or (iv) use any Equipment when it is in bad repair or is unsafe. Customer shall not, without expressed written consent of Quest Events, permit the Equipment to be used by any other party or at any other location, including, without limitation any subletting or loaning of the Equipment, other than those parties and locations furnished to Quest Events in writing at the time of the rental.

### DISCLAIMER OF WARRANTIES

EXCEPT AND TO THE EXTENT QUEST EVENTS SELECTS AND INSTALLS THE EQUIPMENT, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE PHYSICAL AND OPERATING STATE OF THE EQUIPMENT AS SATISFACTORY. QUEST EVENTS DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO USE OF THE EQUIPMENT HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS

TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR

OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. All such risks, as between Quest Events and Customer, are to be borne by Customer. Without limiting the foregoing, except and to the extent that Quest Events selects and installs the Equipment, Quest Events shall have no responsibility or liability to Customer or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstance in connection therewith;

(ii) the use, operation or performance of the Equipment or any risks relating thereto; or (iii) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment. In no event shall Quest Events be liable for any interruption of service, loss of business or anticipated profits or consequential damages.

#### MUTUAL INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, their affiliates, and each of their respective members, directors, officers, employees, representatives, agents and permitted successors and assigns from any and all liability to third parties suffered by such other party(ies) to the extent resulting from (i) the indemnifying party's material breach of (a) its representations and warranties set forth in these Terms & Conditions or any Rental Documents, or (b) its obligations under these Terms & Conditions or any Rental Documents, (ii) the indemnifying party's violation of applicable laws or any governing contractual obligations, including any use restrictions owed to any third party(ies), and (iii) the indemnifying party's access to or use of the Equipment or Services in any manner other than as expressly permitted under these Terms & Conditions and any Rental Documents.

#### RESPONSIBILITY FOR DELIVERY, UNLOADING AND SECURING EQUIPMENT

If the Equipment is to be delivered to Customer, or to an event site, Customer shall be responsible for having an authorized person present to sign for delivery and take responsibility for the Equipment at the event site. Quest Events reserves the right to delay delivery of any Equipment based on weather forecasts and/or other threats to health and safety and shall have no liability for any such delay. If the Equipment is to be picked up by Customer at Quest Events' storage facility, Customer shall be responsible for having an authorized person present to sign for, pickup, and take responsibility of the Equipment at the point of pickup. Unless otherwise agreed to by the parties in writing, the Customer is responsible for any loading or unloading of Equipment. If any Quest Events employees assist in the loading or unloading of Equipment, Customer agrees to assume the risk of, and hold Quest Events and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Quest Events or its employees. The security of the Equipment is the responsibility of Customer from the time Customer has taken possession of the Equipment until a Quest Events representative collects or accepts the Equipment from Customer.

## RESPONSIBILITY FOR MAINTENANCE OF EQUIPMENT AND LIABILITY FOR DAMAGE

Customer shall take reasonable actions to avoid or minimize damages and loss to the Equipment, including (a) keeping drape away from liquids, tape, flame, sharp objects, wind, heat, and other hazardous materials and/ or conditions that may cause damage or harm to the drape, (b) refraining from altering, modifying, changing, or relocating any Equipment that is set-up or installed on-site by any Quest Events employee, and (c) using standard industry practices for the storage and transportation of all Equipment. To cover minor damage (small tears and spots) to drape and scenic rental items, in addition to the rental fees provided on any Rental Quote, a non-refundable maintenance fee will be charged to Customer in the amount of 4% of all rental fees charged on all drape related and scenic rental items (sale items are excluded). This fee is not refundable, nor will it be waived. Customer is fully responsible and liable for any loss or damage to the Equipment in excess of the maintenance fee for the duration of the rental, regardless of the cause of the damage. Any such loss and/or damage fees charged to Customer are in addition to all rental and maintenance fees. Customer acknowledges and agrees that charges for damage and loss to Equipment can far exceed the cost of the rental and maintenance fees. Valuation of the charges for the additional damage and loss fees can take up to five (5) business days. Payment for additional damage and loss fees incurred in connection with the rental of the Equipment and/or the Services will be due within ten (10) calendar days of the date such charges are invoiced to the Customer.

## PAYMENT TERMS

Deposits and Prepayment – Unless otherwise agreed in writing, a deposit in the amount of 50% of the total quoted rental fee is required on all rentals of Equipment and Services exceeding \$5,000.00, and such deposit amount shall be paid in full within 24 hours of receipt of Confirmation. Additional deposits may also be assessed on bookings that require additional or extraordinary labor, freight, travel, material, and/or other pre-paid expenses. Unless the Customer has been granted C.O.D. or Net-30 terms in writing as outlined below, the remaining balance is due no later than seven days prior to scheduled delivery date, and if the entire balance is not timely paid within seven days prior to the scheduled delivery date, Quest Events shall have no liability or obligations to Customer under these Terms & Conditions, the Rental Documents or otherwise. Net-30 Terms – In the event Customer applies for and, in Quest Events' sole discretion, is extended Net-30 terms in writing, all invoices delivered to Customer are due and payable within 30 days of Customer's receipt of such invoice. All invoices are payable at Quest Events, PO Box 679065, Dallas, TX, 75267-9065. C.O.D. Terms – In the event Customer applies for and, in Quest Events' sole discretion, is extended C.O.D. terms in writing, payment in full is due on or before the rental delivery date. Unless and until payment has been made in full, Quest Events shall have no obligation to deliver any Equipment or Services hereunder. To prevent interruption or delays in the delivery of Equipment or the provision of Services, Quest Events recommends that Customer confirm payment for C.O.D. accounts at least 24 hours in advance of the rental delivery date. Fees for Customized Equipment – The rental fees for any Equipment requiring customization must be paid in full before the order is accepted. Once customized Equipment is ordered and accepted, no refunds will be given for any cancellations or changes for any reason. Credit Card Charges, Convenience Fees, Finance Charges and Returned Check Fees

- Customer hereby authorizes and grants to Quest Events the unequivocal right to charge the Customer's credit card on file immediately and/or consecutively for any charges or amounts due until paid in full. To the fullest extent allowed by law, a non-refundable convenience fee of 3% will be included on all transactions that are not conducted in person, including online and telephone payments by credit card, debit card, or electronic check. All past due amounts will be subject to an additional finance charge of 1.5% per month for each day such amounts remain past due. All returned Customer checks will result in a service charge to Customer in the amount of \$35.00.

#### COLLECTIONS AND ATTORNEYS' FEES

In the event the Customer fails to pay any amounts due under any of the Rental Documents or these Terms & Conditions on the due date of such amounts, Customer

agrees to pay any collection costs incurred in connection with the collection of such amounts, including reasonable attorney and court fees.

#### TIME OF RETURN AND LATE RETURNS

Customer's right to possession of the Equipment shall terminate on the date specified in the Rental Quote, or at such other time as may be agreed to by the parties in writing, and any retention of possession after such time constitutes a material breach of these Terms & Conditions. Time is of the essence in these Terms & Conditions and the Rental Documents, and any extensions must be mutually agreed to by the parties in writing. Customer agrees that if any Equipment is held beyond expiration of such right of possession period, the daily rate as indicated in the Rental Quote (or otherwise derived from such rates provided in the Rental Quote) shall be the agreed upon rental rate for the days the Equipment is held by Customer beyond the applicable right of possession period. After the expiration of

the rental period, Quest Events may repossess and take the Equipment from wherever located, and Quest Events and their agents shall not be liable for any claims

of trespass arising therefrom. Customer agrees to pay for any costs, including attorneys' fees associated with any such repossession.

#### MISCELLANEOUS COSTS AND SALES TAX

Customer assumes responsibility for drayage, material handling, shipping and receiving fees, site labor charges, site charges, all utilities and any other miscellaneous charges associated with the rental of the Equipment and/or the Services. Additionally, Customer assumes responsibility for payment of all onsite requests, special orders and additions. Customer shall be fully responsible for obtaining any licenses or permits (and payment of any fees, taxes or fines) required by or resulting from the Customer's use of the Equipment or the Services. Customer is responsible for any cost incurred for customs and duties when shipping Equipment outside of the United States. Quest Events charges and collects applicable sales tax. If any Equipment or other products are

being purchased for resale, Customer must provide a current copy of their valid resale tax certificate with the deposit payment or an additional tax will be charged.

## INSURANCE

Customer shall, in its sole cost and expense, procure and maintain, for the entire duration the Customer has any Equipment in its possession, insurance against any claims for injuries to persons or damages to property which may arise in connection with the rental of the Equipment hereunder and the actions of Customer, its invitees, agents, representatives, subcontractors and employees. All insurance required hereunder is primary and non-contributory to any other insurance maintained by Quest Events. Quest Events shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by these Terms & Conditions shall include a waiver of rights of recovery against Quest Events or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Quest Events or its insurers.

## CANCELLATION FEES

If Customer cancels the rental of Equipment (excluding furniture) or other Services that has been confirmed by Quest Events more than 72 hours prior to the contracted delivery date, no cancellation charges shall apply. If Customer cancels the rental of Equipment (excluding furniture) or other Services that has been confirmed by Quest Events within 72 hours, but more than 24 hours, prior to the contracted delivery date, the Customer will be charged a cancellation fee equal to 25% of the total quoted rental fees. If Customer cancels the rental of Equipment (excluding furniture) or other Services that has been confirmed by Quest Events within 24 hours prior to the delivery date, the Customer will be charged a cancellation fee equal to 50% of the total quoted rental fees. Regarding furniture rentals, due to the nature of the planning, prepping and shipping of furniture items, the cancellation fees for Equipment that is furniture will apply as follows: if the Customer cancels the rental of Equipment that is furniture that has been confirmed by Quest Events within 30 days of the delivery date, the Customer will be charged an additional cancellation fee equal to 25% of the rental fees quoted for such furniture; if the Customer cancels the rental of Equipment that is furniture that has been confirmed by Quest Events within 14 days of the delivery date, the Customer will be charged an additional cancellation fee equal to 50% of the rental fees quoted for such furniture. Notwithstanding any of the foregoing, any cancellations on custom printed or manufactured Equipment that has been confirmed by Quest Events will result in a cancellation fee charged to Customer in the amount of 100% of the quoted rental fees regardless of the time of such cancellation.

## CHANGES TO THE SCOPE OF WORK

All rental fees and other amounts provided in the Rental Quote are solely for the type, quantity, and delivery date specified in such Rental Quote, and, if changes to the scope of the Rental Quote are desired, the Rental Quote may be deemed invalid and not applicable. The ability of Quest Events to accommodate a requested change to the Rental Quote is in no way guaranteed, and Quest Events shall have no obligation to accommodate any such requested change. In the

event Quest Events desires to accept a requested change to the Rental Quote, any Equipment and Services provided in such change will not be reserved until a Quest Events representative has issued a confirmation accepting the changes and the applicable payment terms have been met.

#### ACCEPTANCE OF TERMS & CONDITIONS AND RENTAL DOCUMENTS

By signing below, or by accepting the Equipment and Services from Quest Events, whichever occurs first, Customer acknowledges that they have read and understand these Terms & Conditions and all Rental Documents, and thereby accept these Terms & Conditions and the Rental Documents.

#### CONFIRMATION OF EQUIPMENT AND SERVICES

Customer acknowledges and agrees that while the rental fees provided in the Rental Quote are valid for a period of seven (7) days from the date provided on the Rental Quote, availability of Equipment and Services are not implied, and Equipment and Services are not scheduled until a Confirmation is issued to the Customer by a representative of Quest Events. Upon Quest Events' receipt of the acceptance of these Terms & Conditions, Quest Events will review the availability of the Equipment and Services, and upon confirmation of such availability, will issue a confirmation to Customer (the "Confirmation"). Upon Quest Events' issuance of a Confirmation to Customer within seven (7) days from the date provided on the Rental Quote, these Terms & Conditions, together with the Rental Documents, shall be the final and binding agreement of the parties; provided, however, that if Quest Events fails to issue the Confirmation within seven (7) days from the date provided on the Rental Quote, neither party shall have any obligation or liability under these Terms & Conditions, the Rental Documents, or otherwise.

#### ENTIRE AGREEMENT, MODIFICATION AND NO RELIANCE

These Terms & Conditions and the Rental Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior oral and written agreements between the parties pertaining to such matters. No modification or amendment to these Terms & Conditions, or any of the Rental Documents, shall be valid unless agreed to by the parties in writing. Each party acknowledges and agrees that except as expressly set forth in these Terms & Conditions, it is not relying upon any information, covenant, promise, representation or warranty made by the other party, or any of its representatives, agents or employees, in making its decision to execute and agree to these Terms & Conditions and the Rental Documents.

#### SEVERABILITY

If the any provision or provisions of these Terms & Conditions or any Rental Document should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby, and these Terms & Conditions and any Rental Documents shall thereupon be reformed, construed and enforced to the maximum extent permitted by applicable law. *(Revised: 1/22/19)*