

# AGREEMENT TERMS AND CONDITIONS

---CONTRACTEE/USER: INITIAL AT BOTTOM RIGHT AND RETURN---

The PARTIES to this AGREEMENT are the USER, SIGNOR and THEEVENTLINE.COM, Inc. ("PROVIDER") or their successors and no other person, STAKEHOLDER or entity shall have responsibility or liability to, for or from it. The EVENT, its performances, name, participants and sponsors are the exclusive property and/or responsibility of USER. USER CONFIRMS and AGREES to ALL the terms and conditions herein and as follows: (1) rentals are fully earned upon contract signing subject only to the SERVICE WARRANTY, cancellation and refund allowances provided herein; (2) labor is earned upon performance without regard to rentals, hours originally ordered, EVENT TIME or EVENT success; (3) PROVIDER shall have NO responsibility for consequential costs, losses or damages whatsoever; (4) ALL ITEMS are accurately shown in the EVENT ORDER with no other specifications, terms or conditions applicable except as given herein; (5) USER is SOLELY RESPONSIBLE for the accuracy of their EVENT ORDER, for the items it contains and for all costs to correct inaccuracies or receive additional items; (6) the [SAFE EQUIPMENT USE POLICY \(Policy SEUP\)](#) shall be followed; (7) USER shall be responsible for all fees, costs, labor, rents, legal costs of either party that are incurred with any regard to this agreement either with or without prior signed notice; (8) Use of PROPERTY is acceptance as-is and of meeting all USER and WARRANTY requirements; (9) AGREEMENT shall not be binding until PROVIDER's confirmation number is transmitted to USER, (10) PROVIDER's modifications to these TERMS and CONDITIONS shall become effective upon notice to USER and (11) NO cross-outs, handwritten or verbal changes or understandings to this document shall be binding.

ADDITIONAL POLICIES. The following policies are named and included herein:

[POLICY-PAR](#)

[POLICY-EWBA](#)

[POLICY-SEUP](#)

[POLICY-CC](#)

[POLICY-RATES](#)

[POLICY-CDG](#)

View online at: <http://www.theeventline.info/>

ADJUSTMENTS. THE PARTIES AGREE only the SIGNOR of USER and a Corporate Officer of PROVIDER may agree upon ADJUSTMENTS or CHANGES except as determined by a PROGRAM ADJUSTMENT REVIEW (PAR). No other action shall be valid or binding.

ASSUMPTION OF RISK. USER ACKNOWLEDGES there may be risk of serious injury including death, damages, inconveniences and/or financial loss from the use and performance or lack thereof of EVENT SERVICES. USER is the EVENT owner and solely responsible for its PARTICIPANTS, SPONSORS, EVENT site and for the use of PROPERTY. USER is solely responsible for all costs, labor, damages directly or indirectly related to this agreement and hereby releases PROVIDER from such except as specifically stated in the SERVICE WARRANTY or specifically provided in this AGREEMENT. STAKEHOLDERS are not party to this AGREEMENT and shall have no responsibility or liability for it whatsoever.

CHANGES & CANCELLATIONS. Upon PROVIDER's transmitting an updated Event Order, USER shall respond with any corrections, modifications or changes within 72-hours after which the updated Event Order and event total shall be current, effective and in force. A CHANGE FEE equal to 20% of the change applies if an event order is decreased within 60 days of EVENT TIME. A POSTPONEMENT fee of \$2 per day fee applies if an event is rescheduled more than 60-days after original EVENT TIME. ALL CHANGES requested by USER shall be by signed CHANGE ORDER except when PROVIDER accepts changes and transmits an updated Event Order without it. SIGNOR only shall give notice of any date change or cancellation and ONLY by using form(s) at: <http://CC.theeventline.info> and AGREES to abide by ALL terms and conditions therein including cancellation/restocking fees of up to 100% AND that NO cancellation shall be valid without submission of said form. USER AGREES to pay for ALL additional SERVICES or PROPERTY used regardless of prior written notice or signed CHANGE ORDER. Payments due are non-refundable and fully-earned upon delivery, cancellation or default except as provided herein or allowed at PROVIDER's sole discretion.

DANGEROUS OR HOSTILE WORK ENVIRONMENT. USER shall not allow a DANGEROUS or HOSTILE WORK ENVIRONMENT ("HWE") be created through use of: (1) threat, (2) assault or battery, (3) sexual misconduct or suggestion, (4) profane, cursing or demeaning language, (5) unsafe conditions, (6) demand for equipment or services not listed in the Event Order and/or (7) actions contrary to PROVIDER's Entertainment Workers Bargaining Agreement ("[POLICY-EWBA](#)"). USER AGREES if a HWE is not immediately corrected, PROVIDER may stop any activity or quit AGREEMENT without recourse or refund and assess any costs incurred.

DEFINITIONS (in alphabetical order). Capitalized words in this AGREEMENT shall have the following meanings, unless otherwise defined:

ATTACHMENTS shall mean and be all documents attached to the AGREEMENT and/or incorporated therein by reference; BANKCARD shall mean any credit or debit account used for payment including MASTERCARD and VISA; DISPUTE shall mean any breach of this AGREEMENT or other disagreement between the parties for which a corrective or already agreed upon action is not stated herein; EVENT shall mean the activity at which the PROPERTY and/or services of PROVIDER are contracted or used; EVENT SERVICES shall mean the use of, rental of or contracted PROPERTY or labor of PROVIDER; EVENT TIME is the actual time period of the event and equal to the time between the EVENT START TIME and the EVENT END TIME. EVENT TIME does not include delivery, setup or takedown time; IN-SERVICE TIME shall be the time between the actual EVENT start time and the EVENT that PROPERTY is in use or available for use; PARTICIPANT shall mean any person known or unknown to either PARTY who uses PROPERTY or attends the EVENT at which PROPERTY is used. Such person shall be responsible for any injury, loss or damage they cause or incur from such use; PROPERTY shall be ALL equipment, facilities, real estate, intellectual property, publications and all other assets of PROVIDER, either owned, leased, rented or borrowed, including but not limited to those for entertainment and/or amusement; SIGNOR is the person signing AGREEMENT for/as USER and accepting personal and corporate responsibility for all terms, conditions and payments therein. No person other than SIGNOR may modify or cancel the AGREEMENT; STAFF shall be any person working with, operating or monitoring PROPERTY or PARTICIPANTS without regard to being present at the request of USER, PROVIDER or any other; STAKEHOLDERS shall be the Directors, shareholders, equity and debt holders, creditors, employees, contractors, agents, assigns, volunteers, lessors, leaseholders, renters, rental holders of or to PROVIDER; USER, I, WE, US or OUR shall be the entity, organization, business and/or individual(s) signing AGREEMENT as contractee, user, signor and/or applicant.

DELIVERY. Delivery times shall not be guaranteed or warranted and will typically be within a 2-hour time window. PROVIDER shall not be responsible for any costs incurred by USER regarding delivery or its timeliness. Delivery requested during overtime hours shall be at USER's additional cost. USER may inspect equipment as-stored prior to delivery provided any labor and service costs are paid in advance. PROPERTY shall be delivered as-is except for assembly, cleaning and touch-up. USER AGREES that unless SELECT service is contracted, preparation of PROPERTY may take place on the EVENT SITE at PROVIDER's discretion. There shall be no expectation of customization, branding or other services unless additional fees are paid.

DISPUTES. USER CONFIRMS understanding of, ACCEPTS and AGREES to resolve all disputes including ANY claim for adjustment, reimbursement or damages by the PROGRAM ADJUSTMENT REVIEW ("PAR") process given at: <http://PAR.theeventline.info> and by only adjustments and credits given therein. USER shall pay PROVIDER damages of \$250 per incident per day and all legal and all other costs should USER initiate any other process, cause negative communication(s) or fail to fully abide by the PAR decision. USER AGREES to begin a PAR within 10-days after EVENT TIME for ANY claim or dispute to be valid or considered. No payment may be delayed or withheld due to any DISPUTE. PROVIDER is not required to use the PAR process to affirm or collect any costs provided herein or for any amounts invoiced or due under this AGREEMENT. USER may make NO CHANGE to this agreement without the signed approval of PROVIDER unless authorized by PAR decision.

DONATIONS AND GRANTS. If so indicated on the EVENT ORDER, 1%-5% of the USER's invoice may be donated in the USER's name to the Earthtraces Foundation a 501(c) tax exempt organization. Such GRANTS may be available to qualified tax-exempt organizations for events serving the church, family or community. ANY PROPERTY or SERVICES granted, donated or given to USER shall be without warranty or guarantee of any kind and at PROVIDER's SOLE discretion.

ELECTRONIC TRANSMISSIONS, TRANSFERS AND COPIES. ADVERTISING RELEASE. Any payment to be made by check may be converted and electronically debited/credited transferred between banks. Email may be used to transmit any notices required herein and FAX or EMAIL graphic transmissions shall be accepted as original signatures. USER authorizes PROVIDER's release of business relationship, logo, event photos and identifying names for PROVIDER's business and promotional purposes.

EMERGENCY CONTACT. USER shall provide a continuously available EMERGENCY CONTACT PHONE ("ECP") for all days of setup, event and takedown. The PARTIES AGREE any person answering ECP shall speak for USER during said times.

ERRORS AND OMISSIONS. THE PARTIES AGREE that RENTAL items included, omitted or sized in error shall not be considered in determining the final "rentals total" cost provided the total of such is within +/- 5% of the contracted event order amount.

EVENT SITE. USER shall assure PROVIDER's unrestricted and unobstructed access to event site for 12 hours, plus 12 hours more for each \$10,000 or part thereof of EVENT TOTAL for both setup and take-down. There shall be NO SERVICE WARRANTY if such access is not provided. USER shall pay all EVENT SITE costs including rental, security, admission, parking, union labor, special labor, damages, repair and all other with no responsibility assigned to PROVIDER for any reason. PROVIDER shall have unobstructed access to within 100-feet of final position with no barricades, blockades, overhead installations, stairs, steps or ramps ("BARRIERS") in between or provide all lifts and pay any additional costs if BARRIERS exist. USER shall provide CLEAN utilities (power, water, fuel, phone, RF and other) that fully meet ALL needs of PROVIDER and pay all costs related thereto. USER is responsible for SITE security, lighting, safety and proper use of PROPERTY for ALL STAFF and PARTICIPANTS. USER'S STAFF shall be appropriate to and capable of performing all tasks required. PROVIDER's times of arrival, departure, setup or takedown may change without notice or recourse. Only EVENT TIMES and PROPERTY hours of use listed in the EVENT ORDER are warranted and NO OTHER times are disputable or adjustable. USER SHALL correctly mark all underground utilities prior to PROPERTY arrival. USER shall be solely responsible for any costs, labor, damages directly or indirectly related to EVENT or EVENT SITE with no responsibility assigned to PROVIDER. USER shall provide a site setup map and disclose at least 7 days before EVENT TIME all stairs, barricades, blockades, overhead devices and other potential hindrances to access and/or setup.

INSURANCE. USER is solely for EVENT, its safety and performance, the participants and staffing, the EVENT SITE and for all direct and indirect costs, damages, claims and liabilities related thereto. USER shall either (1) maintain \$1 million in liability insurance against all potential claims with a waiver of subrogation rights indicating USER'S and USER'S PARTICIPANT'S insurance, medical service plans and cost reductions shall be used before any other insurance or coverage available from PROVIDER; or (2) USER AGREES to become a "NAMED INSURED" on PROVIDER's POLICY and pay an annual \$40 listing fee and if a claim is filed resulting from USER's event, pay all excluded claims and costs and any deductible up to \$3500. Deductible may be reduced to \$500 for an additional fee of \$35 per day of event. USER AGREES to document and report any known incident and/or claim within 3 days of occurrence (or discovery) using the form(s) provided at [www.theeventline.info](http://www.theeventline.info).

LAW, LIENS AND ACTIONS. THE PARTIES AGREE the Statutes and Law of the State of Illinois and the Courts of Madison County Illinois ("MC-IL COURTS") shall be used and dominate in determining any matters or filing any actions related to this AGREEMENT, without regard to either PARTY's or EVENT's location. USER AGREES PROVIDER may file lien(s) against USER and/or USER's assets should ALL invoices under this AGREEMENT not be timely paid and USER shall then pay all costs related to such lien filing and/or any other collection, office, attorney or court actions deemed necessary or incurred by PROVIDER.

PAYMENT TERMS. Credit shall be extended only under the following terms unless listed otherwise in ADDITIONAL AGREEMENT POINTS: 10% down with contract, 40% and security deposit paid 60+ days before EVENT and balance paid 15+ days before EVENT. USER further AGREES: (1) BANKCARD payments incur a 2% fee; (2) charges for all extras and additional items are due and payable in full immediately; (3) No onsite payments are allowed; (4) ALL payments are not reversible and the charging-back, voiding or stopping payments in any form, payment by an insufficient or unavailable means, ANY failure to pay for services and items received or ANY attaching of any terms or conditions to a payment that has not been previously agreed to and signed by both parties (altogether "FALSE PAYMENT") is not allowed for dispute, breach or any reason whatsoever; (5) FALSE PAYMENTS shall be theft, a criminal offense and incur damages of 3 times the FALSE PAYMENT; (6) FALSE and 10+ day late payments shall be in DEFAULT, incur 1.5% interest and \$5 per day handling charges; (7) should USER DEFAULT, ALL payments, deposits, adjustments and discounts shall be forfeited after which ALL unpaid account and contract balances shall be immediately due and payable and PROVIDER shall have NO obligation to perform even if default remedied; (8) PROVIDER may require a 20% security deposit at any time, refundable after event less applicable charges; (9) payments or non-payments may be reported to a credit agency; (10) USER is solely responsible for all bank fees incurred for payments; and (11) USER shall have no ability to change, modify or adjust payment terms or balances unless by written agreement of PROVIDER.

RENTAL PERIOD. The agreed period of use per paid day is up to: 20 hours for tents; 4 hours for rides, inflatables and games; 8 hours for power and lighting; and 6 hours for all other PROPERTY. Any additional use shall be without warranty and may incur additional costs. Use of PROPERTY before or after the EVENT TIME counts towards hours of use. Non-use of available PROPERTY is not adjustable. Weather related losses are adjustable ONLY as given in the BAD WEATHER POLICY.

SELECT EVENT SERVICE ("SELECT"). Events requiring newer equipment, quality pre-selection or pre-cleaning must contract for SELECT and use select equipment where designated and a 15% additional fee applies. If SELECT is not contracted, USER AGREES pre-event cleaning, odor control and maintenance services shall be rendered by USER if a USER MANAGED event or by PROVIDER if PROVIDER MANAGED on EVENT SITE without concern, comment or recourse.

SERVICE WARRANTY. Only EVENT TIME is warranted. PROPERTY is warranted to be available for use for the use period(s) given herein less any needed downtime or rest periods. PROPERTY size is warranted to be +/- 10% of any specification published by PROVIDER. One or more pieces of PROPERTY may be used to meet any requirement. If PROPERTY becomes unavailable, upon USER's request PROVIDER will repair, replace or equivalently substitute such PROPERTY and extend the EVENT TIME as needed to complete the failed property's warranted in-service time. All time PROPERTY or part thereof is used is IN SERVICE without regard to PROPERTY's condition. If warranted IN SERVICE TIME could not be met a non-cash, prorated event CREDIT shall be issued to USER in an amount not to exceed as follows: (1) net percent of warranted IN SERVICE TIME that was not met multiplied by (2) the percent of PROPERTY that was not usable multiplied by (3) the rental paid plus (4) undelivered labor. Event credits are for future rentals only. A PAR adjustment is separate and may replace a warranty credit and is distributed according to the decision rendered. USER CONFIRMS receipt of and AGREES to the BAD WEATHER POLICY as given at: <http://www.theeventline.info/POLICY-BW.shtml> and to only the terms therein for all weather related issues, delays or costs. Contributed, adjusted or unpaid items are unwarranted, have no adjustable basis and are at PROVIDER's sole discretion.

SEPARATION AND SEVERABILITY. The USER and SIGNOR are responsible severally and together to PROVIDER for all requirements herein. Except as specifically listed herein, PROVIDER shall have NO responsibility for or share of USER's, SITE OWNER's or PARTICIPANT's efforts, labor, injuries, losses, damages or costs of ANY kind either expected or unexpected, regardless of cause. If any portion of this AGREEMENT is found void or unenforceable, ALL remaining portions remain in full force and effect.

SIZING & APPEARANCE. Size of PROPERTY is normally rounded up to nearest standard metric. Actual size may be +/- 10% the published values. Color, style and photo images may vary from delivered PROPERTY.

SUB-LET, RETURNS AND DAMAGES. USER AGREES: (1) not to sub-let PROVIDER's equipment without written permission; (2) to be fully responsible for the return PROVIDER's equipment and any damages thereto; (3) to pay for all repairs and replacements incurred; and (4) for any additional rent due to late or damaged return of equipment. USER must report all pre-existing damage upon or before completion of setup.

SUBSTITUTIONS. PROVIDER may (1) substitute similar item(s) of equal or greater value for any PROPERTY ordered, (2) remove items as needed to maintain instead of increasing the EVENT TOTAL and (3) cancel items should timely payment not occur with reinstatement at PROVIDER's sole discretion. ALL items are on an "as-available" basis and USER may cancel any substituted item without cancellation or restocking fee if written notice is given before PROPERTY leaves PROVIDER's warehouse. PROPERTY not given permits by local authorities or from orders placed or changes made less than 30 days before EVENT TIME may be substituted or cancelled at PROVIDER's discretion without recourse.

TAXES, PERMITS & REGULATORY FEES. USER shall pay all applicable sales taxes, permit costs and regulatory fees regardless of being listed herein, unless exemption forms acceptable to the subject agency are timely submitted to PROVIDER.

PROVIDER may quit EVENT without refund or recourse rather than perform any unlawful or unpermitted act requested by USER.

// THESE TERMS ARE CONTRACTUALLY BINDING IF INITIALED OR NOT //

**INITIAL HERE**

**AND RETURN.**