

AGREEMENT TERMS AND CONDITIONS

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

The PARTIES of 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 performance(s), name, sponsors, and participants are the exclusive property and/or responsibility of USER. THE PARTIES CONFIRM and AGREE to all 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 given herein; (2) labor is earned and payable upon performance without regard to rentals, hours originally ordered, EVENT TIME or EVENT success; (3) PROVIDER shall have no responsibility whatsoever for: (a) labor provided by USER or others, (b) for any WEATHER related issues or (c) for any of USER's costs, losses, consequences, delays or damages whatsoever; (4) the EVENT ORDER is accurately listed and specified; (5) USER is SOLELY RESPONSIBLE for the accuracy of the EVENT ORDER, its contents and all costs to correct any deficiency; (6) [SAFE EQUIPMENT USE POLICY \(Policy SEUP\)](#) shall be followed completely; (7) USER is solely responsible for all costs, labor, fees, penalties or liabilities incurred by, for or from EVENT with or without prior notice by any party; (8) Use of any PROPERTY or labor is acceptance as-is and of meeting all USER, PROVIDER and WARRANTY requirements, (9) AGREEMENT shall not be binding until PROVIDER's confirmation number is transmitted to USER, without regard to receipt; (10) USER's cross-outs, handwritten or verbal changes to AGREEMENT shall not be binding except as specifically provided herein; and (11) changes to these TERMS and CONDITIONS shall become effective according to the CHANGE requirements given herein.

ADDITIONAL POLICIES. The following policies are named and included herein: [POLICY-PAR](#) [POLICY-EBWA](#) [POLICY-SEUP](#) [POLICY-CC](#) [POLICY-RATES](#) [POLICY-CDG](#) [POLICY-ECI](#) View online at: <http://www.theeventline.info/>
AGENT FOR USER. USER'S CONTACT as listed on AGREEMENT and EMERGENCY CONTACT as defined herein shall have full authority to act and speak on USER and SIGNOR's behalf with regard to this AGREEMENT ("USER AGENT").

ADJUSTMENTS. Only the SIGNOR or USER AGENT and a Corporate Officer of PROVIDER may agree upon ADJUSTMENTS or CHANGES except as determined by PAR, as defined herein. 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. NO CLAIM of USER "misunderstanding", "not knowing" or "improper installation" shall be valid.

CANCELLATIONS. SIGNOR or AGENT FOR USER, as defined herein, shall give notice of any CANCELLATION and ONLY by submission to PROVIDER of the CHANGES & CANCELLATION FORM found at: <http://CC.theeventline.info> (REV 11.16.09) and AGREES to abide by ALL terms and conditions therein including cancellation and restocking fees of up to 100%. USER confirms possession and understanding of this form. Should PROVIDER accept, at its sole option, cancellation without submission of said form, USER HEREBY AGREES all terms and conditions therein shall apply including restocking fees up to 100% as determined by PROVIDER. Cancellation refunds shall be by FUTURE event credit only, with no cash value.

CHANGES. PROVIDER may modify the EVENT ORDER, the TERMS AND CONDITIONS or any part of the AGREEMENT as needed to meet its business or the EVENT's requirements or upon USER's request. USER AGREES to pay for any additional property or services delivered. PROVIDER shall update AGREEMENT with any changes ("ORDER UPDATE") and transmit to USER until 15-days after EVENT END TIME. Upon receipt of an ORDER UPDATE, USER shall notify PROVIDER within 3-days of any questions or disagreements ("UPDATE REVIEW") and within 10-days file a PAR for any issue remaining unresolved. The ORDER UPDATE shall become fully current, effective and payable after 3-days if no UPDATE REVIEW notice is given, after 10-days if and UPDATE REVIEW is requested but no PAR filed or upon PAR decision if PAR is filed. PROVIDER shall have no responsibility to provide disputed items and in all cases USER shall pay PROVIDER for all equipment and services actually used by, in or for USER's EVENT.

DAMAGE. USER shall return property in the condition as delivered and shall be responsible for ALL damages, losses and theft while PROPERTY is rented, in their possession or care, including all costs to replace, repair, clean or otherwise correct damages.
DANGEROUS OR HOSTILE WORK ENVIRONMENT ("HWE"). USER shall NOT allow a HWE be created through: (1) threat, intimidation, assault or battery, (2) sexual misconduct or suggestion, (3) profane, cursing or demeaning language, (4) false or misrepresentative statements, (5) potentially unsafe conditions, (6) demand for equipment or services not listed in the Event Order and/or (7) any action contrary to [th Entertainment Workers Bargaining Agreement](#). USER shall be in DEFAULT of AGREEMENT if an HWE is not immediately corrected with or without notice and PROVIDER may stop any activity or quit AGREEMENT without recourse or refund and assess any costs incurred including grievance, personnel compensation and contract loss.

DEFINITIONS (in alphabetical order). Capitalized words in this AGREEMENT shall have the following meanings unless otherwise defined herein: ATTACHMENT is any document attached to AGREEMENT and/or incorporated herein by reference; BANKCARD is any credit or debit account used for payment including MASTERCARD and VISA; DISPUTE is any potential breach of AGREEMENT or other disagreement between the parties for which notice has been given and a corrective action not stated herein or mutually agreed between the PARTIES; EVENT is the activity for which the PROPERTY and/or services of PROVIDER are contracted, provided or used; EVENT SERVICES are PROPERTY or labor of PROVIDER used or contracted by USER; EVENT TIME is the actual time period of the event and equal to the of the event and equal to the time between the EVENT START TIME and the EVENT END TIME and does not include delivery, setup or takedown time; IN-SERVICE TIME shall be any time PROPERTY is in use or available for use; PARTICIPANT shall be any person known or unknown to either PARTY who uses PROPERTY or attends EVENT at which PROPERTY is used and such person shall be responsible for any injury, loss or damage they may cause or incur from such use; PROPERTY shall be ALL equipment, facilities, real estate, intellectual property, publications and all other assets of PROVIDER, whether owned, leased or borrowed and 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 herein. Only SIGNOR or USER AGENT may modify or cancel AGREEMENT for USER; STAFF is ANY person working with, operating or monitoring PROPERTY or PARTICIPANTS without regard to wage or employment; STAKEHOLDER is any Director, equity and debt holder, employee, agent, contractor, assign, volunteer, lessee, lessor, renter of or to PROVIDER; USER, I, WE, US or OUR is the entity, organization, business and/or individual(s) signing or submitting AGREEMENT.

DELIVERY. Property and labor delivered to EVENT SITE are fully earned regardless of use. Delivery time is within a minimum 2-hour time window and not warranted and window may not begin before EVENT SITE is accessible. USER is responsible for all delivery costs including overtime. USER may inspect stored equipment prior to delivery provided any labor and costs incurred are paid. USER AGREES to sign delivery acceptance noting any discrepancies or if not available or refused, PROVIDER may sign on USER's behalf listing any known discrepancies and USER AGREES such will be equivalent to USER's signing. USER AGREES preparation and cleaning of PROPERTY may take place at EVENT SITE at PROVIDER's discretion. There is no customization or branding unless required 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 the 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 END 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, sized or priced in error shall not be considered in determining a final event total 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 the FULL setup and take-down time PROVIDER requests. USER shall not direct, limit, restrict or comment upon PROVIDER'S times, labor or methods except as specified herein. USER shall pay all EVENT SITE costs including rental, security, admission, parking, union labor, special labor, pavement patching, 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 set positions with no barricades, overhead installations, steps, or other barriers ("BARRIERS") or USER shall provide all lifts and pay any additional costs PROVIDER incurs. USER shall provide CLEAN electricity, water, fuel, phone, RF and other ("UTILITIES") that meet ALL PROVIDER needs and pay all costs related thereto. USER is solely responsible for SITE security, lighting, safety and proper use of PROPERTY by/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 is SOLELY responsible for any costs, labor, damages directly or indirectly related to EVENT or EVENT SITE. USER shall provide a FINAL SITE MAP and INSTALLATION GUIDELINE at least 7 days before EVENT TIME and disclose all PROPERTY placement locations, BARRIERS, UTILITIES and any hindrance as well as all timing of delivery needs. USER shall not place items of other vendors within or upon PROPERTY without PROVIDER's written permission else pay PROVIDER an additional 50% rental fee; (5) USER shall not alter property of PROVIDER without written permission. ALL USE OF PROPERTY SHALL FOLLOW THE [SAFE EQUIPMENT USE POLICY \(Policy SEUP\)](#).

INSURANCE. USER shall maintain \$1 million all risk liability insurance and comprehensive damage and loss insurance sufficient to cover PROPERTY in use. Insurance shall protect against all potential claims with a waiver of subrogation rights indicating USER'S and PARTICIPANT'S insurance, medical plans and cost reductions shall be used before any insurance of PROVIDER. If not available USER AGREES to become a "NAMED INSURED" on PROVIDER'S policy and pay all excluded claims, costs and any deductible. Deductible may be reduced for an additional fee per day of event. USER SHALL document and report any incident or claim within three (3) days of occurrence or discovery using the form(s) found at: <http://www.theeventline.info> [Event Cancellation Insurance](#) ("ECI") may be purchased prior to EVENT DATE and provides for refunds of unused rentals and labor for any reason except default and for PROPERTY loss damage coverage. There shall be NO cash refund or adjustment outside the cancellation policy or service warranty if ECI is not purchased.

LAW, LIENS AND ACTIONS. The PARTIES AGREE the Statutes and Law of the State of Illinois and the Courts of the Third Judicial Circuit Court of Madison County Illinois 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. Unless otherwise listed in ADDITIONAL AGREEMENT POINTS payment terms are: 10% with contract, 40% and security deposit paid 60+ days before EVENT and balance 15+ days before EVENT. USER AGREES to each of the following: (1) BANKCARD payments incur a 2% fee; (2) charges for additional items and damages are due and payable in full immediately; (3) No onsite payments are allowed; (4) NO delivery of payment by a means requiring a signature is allowed and USER's cancelled check or bankcard rec ONLY shall be proof of payment; (5) ALL payments are not reversible and the charging-back, voiding or stopping of payments in any form, payment by an insufficient or unavailable means, ANY failure to pay for services or items received or ANY attaching any terms or conditions to a payment without PROVIDER'S signed consent (altogether "FALSE PAYMENT") is not allowed for dispute, breach or any reason whatsoever; (6) FALSE PAYMENTS shall be theft, a criminal offense; (7) FALSE and 10+ day late payments shall be in DEFAULT. In case of DEFAULT, ALL payments, deposits, adjustments and discounts shall be forfeited and ALL unpaid account and contract balances shall be immediately due and payable and incur a 3X penalty. Further, 1.5% per month interest and \$5 per day handling charge shall be incurred; (8) in case of any late payment or DEFAULT, PROVIDER shall have NO obligation to perform; (9) PROVIDER may require a 20% security deposit at any time; (10) timeliness of payments may be reported to a credit agency; and (11) ANY change, settlement, modification, decrease or adjustment to AGREEMENT by USER shall be void except by PROVIDER'S written consent. The acceptance or receipt of ANY payment SHALL NOT be deemed such consent and shall only be a deemed payment on account.

PROOF OF PAYMENT. USER shall provide and bear any cost of any proof of payment requested by PROVIDER to affirm any payment due under this AGREEMENT has been made, including copies of cancelled checks or paid credit card statements.
RENTAL PERIOD. The maximum 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. Additional use shall be without warranty and incur additional fees. Unauthorized use or USER'S failure to immediately return any PROPERTY upon demand shall incur 3 times the normal rental rate for all extra time. Use of PROPERTY before or after EVENT TIME counts as hours of use. Non-use of available PROPERTY is not adjustable.

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 adjustments is separate from and may replace a warranty credit and is distributed according to the decision rendered. For ANY protection or reimbursement of event cancellation, postponement or PROPERTY damage, USER AGREES to purchase and abide by the terms and conditions of [Event Cancellation Insurance \(http://ECI.theeventline.info\)](#). 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 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 on orders placed or changes made less than 30 days before EVENT TIME may be substituted or cancelled at PROVIDER'S discretion without recourse except as may be specifically provided herein.

TAXES, PERMITS & REGULATORY FEES. USER shall pay all applicable sales taxes, permit costs and regulatory fees without regard to 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.

ver4.03 © 2009-2010 TheEventLine.com, Madison County, IL 62025 TOLL-FREE FAX: (888) 849-2882. // THESE TERMS ARE CONTRACTUALLY BOUND IF INITIALED OR NOT //

**INITIAL HERE
AND RETURN:**