

Contracting: Client will receive a Quote with pricing based on Client's needs which shall be valid for 30 days from the date on the Quote. Client shall be responsible for reviewing the Quote for completeness and accuracy of all items on the Quote before signing. Equipment is not considered reserved until this Agreement is signed and BV receives a contract payment through the web portal or by check. A 50% contract payment and signed Agreement are required to reserve an order, and shall be deemed Client's acceptance of these terms and conditions (once accepted it shall be Client's "Reservation"). Reservations shall be subject to change, however all Reservations must be finalized with quantity of equipment, details, and final payment 30 days prior to the delivery date. Rush fee will be added to Reservations and changes to Reservations placed within 48 hours of requested delivery. For account customers, the signed Agreement is required to reserve an order. The same cancellation payment terms will apply.

Damage Waiver: A non-refundable damage waiver, covering normal use and wear of equipment, will be applied to all Reservations. Client understands this is NOT Insurance and that Client shall be responsible for the damage, loss, or repair or refurbishment caused by negligent care or misuse by Client or Client's guests which shall be charged and billed to the Client. Equipment that is lost or damaged beyond repair shall be charged to the Client in an amount equal to its replacement value.

Cancellations/Rescheduling: Reservations 90 days in advance of the delivery date are eligible to receive a refund, less costs incurred by BV from the time this Agreement is executed to when notice of cancellation is delivered by Client. Reservations cancelled between 31 to 89 days of delivery date shall result in the forfeiture of the aforementioned 50% contract payment paid by Client. Client is responsible for the full amount of the invoiced Reservation, less and except delivery and onsite labor changes, for Cancellations made 30 days prior to the delivery date. Client is responsible for the full amount of the invoiced Reservation for changes and amendments to the Reservation made 30 days prior to the delivery date which result in a reduction of equipment requested and agreed upon in the Reservation. Full payment is due 30 days prior to the delivery date. Changes or amendments to Client's Reservation which result in additional equipment or labor will be honored if possible. Changes or amendments to the Reservation made 30 days prior to the delivery date must be paid, in full, at the time the Client's changes are accepted by BV. Prior to 90 days from the delivery date Client may reschedule Client's Event any time within 12 months of the original Event date subject to BV's availability to accommodate Client's request to rescheduled date. If rescheduled, BV cannot guarantee Client's original equipment selections which may result in an amendment to the Reservation. Rescheduling requests for dates greater than 12 months from the original Event date will require written approval from BV. All rescheduled Reservations are subject to a production fee which shall be paid by Client at the time of rescheduling. Pandemics, inclement weather, and/or other events constituting force majeure will not alter the terms of the cancellation policy. If, however, Client's event is in municipality of county under a state or federal mandatory shutdown or evacuation on the Client's Event date, a refund or credit will be offered to Client. Equipment ordered specifically for the Client and other custom orders must be paid for and shall be charged to the Client for all canceled Reservations. Cancellation terms apply to all Clients.

Deliveries & Pick-Ups: BV equipment trucks are loaded the day prior to delivery date. The time for equipment delivery and pick up are estimates only. - Actual delivery and pick up times may vary due to truck routing, event location, scheduling, traffic and unforeseen circumstances. Client agrees to pay an extra charge for deliveries and pick-ups where the delivery or pick up of BV's equipment is more than 50 feet from where the BV delivery truck can safely access and park, where delivery or pick up is in a remote event location, where delivery or pick up requires the use of stairs or elevators, when Client requests specific delivery or pick up time slots, or when delivery or pick up is outside of BV's regular business hours. If BV is requested to setup the equipment at the Client's Event, Client must provide complete diagram showing the layout and dimensions of the Client's Event site and location of setup least 48 hours prior to the delivery date. BV will not be responsible for set-up if Client fails to provide the required diagram. CAD drawings are available to Client for a fee. Upon pick-up, all items should be staged, broken down, stowed, and ready in the same manner they were delivered and received by the Client. Client will be charged and responsible for additional fees if equipment is unavailable for pick up or delivery because of, but not limited to, locked gates, garages, doors or unattended residences. Standby labor fees may be charged if BV crew is on hold for more than 30 minutes during delivery or pick-up.

Responsibilities: Client agrees to review the Reservation, count and inspect all equipment items upon delivery to ensure accuracy before signing delivery receipt, and to notify BV of any issues with the Client's Reservation. Once Client signs for the delivery of the equipment in the Reservation, Client shall be deemed to have accepted the delivery and condition of the equipment. Once Client has accepted the delivery, BV shall not be responsible for equipment items not delivered or not in good condition. Client assumes responsibility of equipment from delivery until it is returned to, or in the possession of, BV. Client agrees to take good and reasonable care of BV's equipment and to ensure use of the equipment by Client and Client's guests in its usually and customary manner. Client agrees Client shall be liable for any loss, theft, damage, breakage or destruction of equipment in an amount equal to its replacement value. Client charges for lost items and damaged items are due upon receipt. Discounts, trades or donations do not release Client from charges for loss, damage or theft of equipment. Client agrees to return all items in the same manner and condition equipment was received. Linens should be returned in the supplied linen bags. Linens may mold or mildew if not stored in the linen bags provided subjecting the Client to addition damage fees or charges. Client agrees that linens that are lost, torn, burned, or soiled beyond cleaning are subject to a replacement fee. Dishware must be rinsed free of food waste upon return. If dishware return unrinsed, a rinse fee will be charged Client. Client agrees to use an appropriate vehicle and tie downs for customer pick-ups and returns. BV is not liable for any property damage or personal injury associated with customer pick-ups and returns. Client agrees to be charged for late returns and all other charges authorized and agreed upon in this Agreement and Client's Reservation. When using cooking or heating equipment, Client fully understands and acknowledges the safety requirements associated with those items and the use of propane and similar fuels, and is responsible for the safe use of the same. Client represents and warrants that Client has insurance against liability for injury to person and property in amounts equal to or more than a combined single limit of \$500,000.00 and that Client maintains insurance against loss or damage to the equipment in the amount equal to or more than \$500,000.00.

Site Preparation: We encourage site visits for tents as needed by the Client. Unless Client contracted with BV to obtain permitting on Client's behalf, Client is responsible for all permits, permissions, or inspections required by local, state, or federal law, ordinance, rule, or regulation for installation and use of tents and equipment. BV will provide a fire-retardant flame certificate to accommodate permitting, upon request. Quotes/Reservations are based on normal installation, on level ground, and staked into ground unless otherwise noted. Client is responsible for properly marking underground utilities (gas, water, electrical, sprinkler) prior to installation of staked tents. If ground is not properly marked, BV cannot be held responsible for any damage to utility or sprinkler lines caused by staking, and Client shall hold harmless and indemnify BV for the same

Weather: Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily for sun and rain. During weather events involving strong winds, heavy rain, and lightning, Client acknowledges a tent will not provide protection for Client and Client's guests. Client agrees that in the event of an anticipated or actual storm with excessive winds, in BV's sole discretion, BV has the right to dismantle any installed equipment to ensure the safety of all involved. Client understands that inclement weather may delay or prevent BV from installing equipment in time for their event. For Client Reservations where a tent is installed for a week or more and inclement weather requires the tent to be dismantled for safety reasons, the Client agrees to pay for the labor to dismantle and reinstall the tent. The timeframe to reinstall tents after inclement weather has passed may be up to 72 hours and shall only be after weather conditions have improved to safely reinstall the tents, in BV's sole discretion. In severe weather, including but not limited to lightning, heavy rains, and high winds, the tent must be evacuated! Client is responsible for creating an inclement weather and emergency evacuation plan and posting the same if required by local, state, or federal law, ordinance, rule, or regulation.

Indemnification and Defense: Client assumes the risk and liability for use and operation of the equipment, for personal injuries and property damage to person or property arising during the Client's rental period. Client shall protect, defend, and indemnify BV and hold BV harmless, from and against losses, damages, injuries, claims, demands, and expenses, including legal expenses arising out of Client's violation of this Agreement, use of the reserved equipment, or any other act or omission of Client, provided that such loss, damage, injury, claim, demand, and/or expenses was not caused by the intentional misconduct and/or gross negligence of BV. Client shall assume defense of legal proceedings brought to enforce losses, damages, injuries, claims, demands and expenses, and shall pay judgments entered in any such suit or suits or other legal proceedings. BV makes no warranty with respect to the equipment or services, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. In no event shall BV be liable to Client or to any third party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not Client was advised of the possibility of such damages. Client shall reimburse, indemnify and hold harmless BV and its directors and officers to the full extent permitted by applicable law, from and against any and all loss, liability, claim, damage, cost and expense whatsoever arising directly or indirectly from any acts or omission of Client relating to the rental items. In no event shall BV's aggregate liability arising out of or related to these terms and conditions or the attached agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amount paid or payable to BV pursuant to Client's Reservation. The limitation on liability shall survive the expiration or earlier termination of the attached Agreement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue with full force and effect, notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

Governing Law. The terms and conditions and contract between BV and Client are governed under the laws of the State of Georgia and venue for enforcement of any lawsuit regarding these terms and conditions shall be brought exclusively in the courts of Glynn County, Georgia.