



Up Events LLC d/b/a It's A Party Miami • 2192 NW 89 Place, Doral, FL 33172 • (305) 263-1386 • www.itsapartymiami.com • info@itsapartymiami.com

EQUIPMENT RENTAL AGREEMENT — TERMS & CONDITIONS

This Equipment Rental Agreement (the "Agreement") is entered into between Up Events LLC, doing business as It's A Party Miami ("IAP," "we," "us," or "our"), and the customer identified on the rental contract, invoice, quote, or reservation to which these terms are attached or referenced (the "Customer," "you," or "your"). By signing a rental contract, paying a deposit, or accepting delivery of any Equipment, the Customer agrees to be bound by all terms of this Agreement, which apply to all current and future orders for the duration of the business relationship between IAP and the Customer, unless replaced by a later signed version. "Equipment" means all items listed on the rental contract, together with all crates, racks, boxes, hangers, bags, and packing materials supplied with them. Equipment and pricing are based on current availability and are guaranteed only upon full payment and a signed rental contract.

1. Rental Period; Late Returns

All rental rates cover a single event or twenty-four (24) hours, whichever is longer, for the dates specified on the rental contract. For the Customer's convenience, and subject to IAP's delivery schedule, Equipment may be delivered the day before the rental date and picked up the day after at no additional charge. Special rates are available for long-term rentals and must be arranged in advance. The rental period begins when the Equipment leaves our warehouse or is delivered, and ends when the Equipment is returned to and counted at our warehouse or picked up by our staff. Orders returned personally by the Customer are due back by 4:00 PM the day after the event date. Equipment kept beyond the contracted period will incur additional rental charges at the daily rate for each day or partial day of delay, charged to the card on file and invoiced within three (3) business days. Equipment not returned within ten (10) days after the scheduled end date may be treated as lost — and, where the circumstances warrant, as theft — and the Customer will be charged the full replacement cost in addition to accrued rental charges, and IAP may pursue legal action.

2. Reservations & Payment

Equipment availability varies by season and day of the week, and reservations should be made as early as possible. Prices and product availability are subject to change until an order is confirmed. A reservation is confirmed, and the Equipment held for the event date, only when a non-refundable reservation deposit of fifty percent (50%) of the rental charge has been paid and a valid credit card is on file, which is required on all rentals. The remaining balance, together with the security deposit and all delivery, labor, and other fees, is due no later than fourteen (14) days before the scheduled delivery or warehouse pickup date. The order must be paid in full before delivery or will-call release; IAP may cancel or decline to release any order that is not paid in full when due. Rentals may be paid by cash, American Express, Visa, Mastercard, ACH, or wire transfer; payment by check is accepted only from companies with an established credit account approved by IAP and no later than ten (10) days before the rental date. A \$45 fee applies to any returned check or reversed electronic payment. The Customer agrees to provide current, complete, and accurate contact and payment information, including card expiration dates, and to update it promptly. Quoted prices are subject to correction of typographical or system errors, even after payment has been made; in that event the Customer may accept the corrected price or cancel the affected items for a full refund of amounts paid for them. IAP reserves the right to refuse or limit any order in its reasonable discretion. Past-due amounts on credit accounts bear interest at 1.5% per month (18% per annum) or the highest rate permitted by Florida law, whichever is less. The Customer is responsible for all applicable sales taxes and any delivery, pickup, labor, or other fees shown on the rental contract.

3. Security Deposit

The security deposit is separate from, and in addition to, the reservation deposit described in Section 2. A security deposit in the amount shown on the rental contract is due before delivery or will-call release. The security deposit is not rent and does not limit the Customer's liability. IAP may apply the security deposit toward cleaning charges, late charges, and the repair or replacement cost of lost or damaged Equipment as provided in Sections 8, 9, and 10. The unused balance of the security deposit will be refunded within seven (7) business days after the Equipment has been returned, counted, and inspected. If charges exceed the security deposit, the Customer remains responsible for the difference.

4. Delivery, Retrieval & Warehouse Pickup

Delivery is available on orders of \$350 or more in rental charges (excluding fees and taxes); orders under \$350 are warehouse pickup only. Delivery and retrieval are each charged at 7.5% of the rental subtotal per trip, subject to a minimum per trip based on the service area: \$75 in central Miami-Dade (Doral, Coral Gables, Pinecrest, and nearby areas), \$150 in the rest of Miami-Dade County, \$175 in Broward County, and \$250 in Palm Beach County. Addresses beyond Palm Beach County (including the Florida Keys) are quoted individually with the order. Certain delicate items are not available for warehouse pickup and must be delivered by IAP to protect them in transit; IAP will contact the Customer to arrange delivery if an order includes such items. Regular delivery and pickup hours are 9:00 AM to 5:00 PM; deliveries or pickups requested outside these hours, or not correctly specified when the order is placed, are subject to additional fees. Deliveries are scheduled in two-hour windows on a first-requested, first-assigned basis; a Customer request for a specific time may carry a special delivery fee. IAP will communicate any unavoidable schedule changes to the Customer or their event coordinator. Any changes to delivery, setup, or pickup instructions must be provided to IAP at least fourteen (14) days before the event date to avoid additional charges. Fees cover tailgate delivery to a ground-level, readily accessible location; additional charges apply for stairs, elevators, long carries, and restricted access.

5. Site Readiness & Waiting Time

It is the Customer's responsibility to have a responsible party on site, and the delivery area, loading docks, and elevators ready and available for IAP's crew at the scheduled time for both delivery and retrieval. If loading docks or elevators are not available to our crew at the scheduled time, a non-negotiable special fee of \$200 will be charged to the card on file. A minimum waiting-time fee of \$250 will be charged on any delivery or retrieval after the first thirty (30) minutes of waiting, and each additional hour of waiting (beyond the first fifteen (15) minutes of that hour) will be charged at the same rate — no exceptions. If our crew must leave and return, or make more than one retrieval attempt, each additional trip is charged as a separate delivery fee. Equipment must be knocked down, stacked, and ready for retrieval in one accessible location, in the same manner in which it was delivered; additional labor charges apply if our crew must gather, break down, or search for items.

6. Setup, Floor Plans & On-site Changes

Rental rates do not include setup or knockdown of Equipment; if setup or knockdown service is desired, it must be arranged before delivery and will be added to the quote as a separate charge. Where setup is included on the rental contract, IAP will set up according to the floor plan provided by the Customer or their event coordinator; floor plans must be submitted at least forty-eight (48) hours before the event date. If no floor plan is provided, the contracted fee includes ONE setup per the coordinator's on-site instructions. Once Equipment has been set up as instructed, any further setup is a second setup: as a courtesy, where it does not interfere with the next scheduled delivery, IAP may move up to 50% of the Equipment once at no charge; any additional re-setup is charged at \$120 per hour, billed to the card on file and invoiced by the third business day. On-site changes or additions are treated as a new order with an additional delivery fee, subject to that day's schedule and availability. IAP's crew is strictly prohibited from moving furniture or items that are not IAP's property.

7. Acceptance & Inspection at Delivery

Our Equipment is frequently rented; while IAP strives to provide the best quality every time, signs of ordinary wear and tear are normal and IAP cannot guarantee new or like-new condition. All Equipment is supplied "as is." At the time of delivery, the Customer's authorized representative shall jointly inspect the Equipment with IAP's crew for quantity and quality; any damage or difference in quantity, color, material, or model must be noted in writing at the time of delivery. The Customer may refuse any item that does not meet expectations and will receive a full credit for refused items that are not kept. If an item is kept but the Customer is not satisfied, the Customer must photograph the item and send the photo to IAP at (305) 263-1386 or info@itsapartymiami.com the same day, before the event; IAP will review and resolve the complaint case by case by the third business day, by replacement, credit, or refund of the affected item. If no photo is taken at delivery and the problem is not reported before the event, the Customer waives the right to any refund or credit for those items. No order modifications or equipment exchanges will be accepted after our crew has left the site. Upon receipt of the Equipment, except for items noted as missing or damaged, the Customer accepts full responsibility and IAP's delivery obligation is fulfilled. Once an order is delivered, all items are considered rented; no refunds will be given for unused items.

8. Custody, Care & Risk of Loss

The Customer assumes full responsibility for the Equipment from the time of delivery or will-call release until the Equipment is retrieved by, or returned to and counted by, IAP. IAP's insurance does not cover Equipment while it is out on rental; the Customer must keep the Equipment secure and protected at all times. This responsibility applies regardless of fault and includes loss or damage caused by theft, vandalism, weather, fire, guests, venue staff, caterers, or any other third party. The Customer agrees to use the Equipment only for its intended purpose, to protect it from weather at all times (including overnight), to keep linens and textiles dry and away from candle wax and open flame, and not to place Equipment in unattended or unsecured areas. The Customer may not alter, cut, tape, glue, nail, staple, or affix anything to the Equipment without IAP's written consent. Equipment left at an event site remains the Customer's responsibility until actually retrieved by IAP.

9. Return Condition, Cleaning & Decor Removal

All dinnerware, glassware, and flatware must be rinsed free of food and liquid and repackaged in the containers in which they were delivered. Linens must be returned free of debris and dry to prevent staining and mildew — never packed wet or in sealed plastic. Food service equipment (including chafing dishes and cooking Equipment) must be returned free of food and grease and reasonably clean. An additional cleaning charge will be applied to any items that do not meet these conditions, at up to \$0.50 per piece for dinnerware, glassware, and flatware. All tape, decorations, tacks, staples, logos, graphics, and images affixed by the Customer must be removed before retrieval; if not removed, a removal fee of at least \$50 will be charged (for small pieces such as charger plates, \$1.00 per unit), plus any cleaning fees needed to restore items to their delivered condition. A cleaning charge applies to items soiled by misuse (gum, ink, wax, footprints, and the like). Linens returned with mildew, burns, candle wax, permanent stains, or tears will be charged at full replacement cost.

10. Lost, Damaged or Destroyed Equipment

Before retrieval, authorized representatives of both parties shall jointly inspect the Equipment for quantity and quality, and IAP's crew will note any damaged or missing items at the time of retrieval. IAP charges for all missing or damaged Equipment out on contract. The Customer will be charged for all Equipment that is lost, stolen, broken, burned, torn, stained beyond cleaning, or otherwise damaged beyond normal wear and tear, at IAP's then-current full replacement cost, without deduction for age or depreciation, plus the rental fee for such items. Repairable damage will be charged at the actual cost of repair. Missing crates, racks, boxes, hangers, and packing materials are charged at replacement cost. Normal wear and tear means ordinary use of the Equipment for its intended purpose without negligence or misuse; it does not include breakage, chips, cracks, burns, wax, mildew, or missing items. IAP will issue an itemized invoice for replacement or repair charges within seven (7) business days after retrieval. For missing items, the Customer will have seventy-two (72) hours from the invoice to respond or locate and return the items; after that period the card on file will be charged for the replacement value. IAP's counts and inspection at our warehouse are conclusive as to quantities returned and condition.

11. Payment Authorization for Damage & Loss

Amounts due for cleaning, decor removal, waiting time, late return, and lost or damaged Equipment will first be applied against the security deposit. For any remaining balance, by signing this Agreement the Customer authorizes IAP to charge the credit or debit card on file for all amounts due under this Agreement, including unpaid rental balances, additional rental days, cleaning fees, labor, waiting-time and dock/elevator fees, re-setup charges, additional trip charges, and the repair or replacement cost of Equipment that is not returned or is damaged, as described in Sections 5, 6, 9, and 10. This authorization remains in effect until all amounts due under this Agreement are paid in full. IAP will provide an itemized receipt for any such charge.

12. Cancellations & Order Changes

The fifty percent (50%) reservation deposit is non-refundable on any cancellation. Orders cancelled more than seven (7) days before the scheduled delivery or warehouse pickup date will be refunded all amounts paid other than the reservation deposit. Cancellations made seven (7) days or less before the scheduled delivery or pickup date are non-refundable in full. Item quantities may be reduced on the same schedule: reductions requested more than seven (7) days before the scheduled date are refunded except to the extent of the reservation deposit, and reductions requested after that time are non-refundable. Notwithstanding the foregoing: custom-made or special-ordered products must be paid in full in advance and may not be cancelled or reduced once the order is confirmed — any payments for such products are forfeited on cancellation; and orders already loaded or dispatched for delivery may not be cancelled and require full payment, including delivery and setup fees. Additions to any order are welcome at any time, subject to availability. To cancel or modify an order, contact IAP at info@itsapartymiami.com or (305) 263-1386. The security deposit is always refunded in full on a cancelled order.

13. Hurricanes, Natural Disasters & Rescheduling

IAP recognizes that circumstances beyond the Customer's control may prevent an event from taking place. If a Hurricane Watch or Warning is issued by local authorities for the event area, or another natural disaster or similar unforeseen circumstance forces cancellation, the Customer's payments and deposits may be applied in full toward a rescheduled event date approved by both parties, rather than forfeited. For rescheduled events, IAP will use its best efforts to fulfill the order as originally contracted, but existing orders for the new date take priority; IAP may offer similar or upgraded items to complete the order. Rescheduling requests are reviewed by IAP case by case in light of the severity of the circumstances.

14. Tents & Installed Equipment

Tents can be set up only on a flat surface free of obstructions on the ground and overhead. Tents cannot be set up and then moved, and cannot be moved over existing structures. The Customer is responsible for identifying the exact setup location before installation, for obtaining any required permits, and for having underground utilities, sprinkler lines, and septic systems located and marked before installation; IAP is not responsible for damage to unmarked underground installations. Once installed, tents and staged Equipment may not be relocated except by IAP personnel, for an additional charge.

15. Limitation of Liability; Assumption of Risk; Release; Indemnification

The Customer acknowledges that IAP is not the manufacturer of the Equipment and that IAP supplies the Equipment in "as-is" condition, without warranties of any kind, express or implied, including merchantability or fitness for a particular purpose. The Customer accepts full responsibility for the selection, use, operation, and supervision of the Equipment and assumes all risks arising from its use; IAP is not liable for accidents, damages, or injuries occurring at the event, and the proper use of the Equipment is the full responsibility of the Customer and their guests. To the fullest extent permitted by law, the Customer releases IAP and agrees to defend, indemnify, and hold harmless IAP, its owners, and employees from and against any and all claims, damages, injuries (including death), losses, liabilities, costs, and attorneys' fees arising out of or related to the possession, use, or condition of the Equipment during the rental period, whether or not a lawsuit is filed, except to the extent caused by IAP's gross negligence or willful misconduct. The Customer's sole and exclusive remedy against IAP for defective Equipment is, at IAP's discretion,

the repair or replacement of the defective items or a refund (in part or in full) of the rental price of those items; this exclusive remedy does not fail of its essential purpose so long as IAP is willing and able to repair, replace, or refund as described. In no event will IAP's total liability exceed the rental charges actually paid for the order at issue, and IAP will not be liable for indirect, incidental, or consequential damages, including event interruption or lost profits.

16. Responsibility for Guests, Venues & Third Parties

The Customer is responsible for loss of or damage to Equipment caused by event guests, venue personnel, caterers, planners, and any other third parties present at the event. If a planner, coordinator, caterer, or other agent signs the rental contract on behalf of a client or host, the signer represents that they have authority to bind that client or host, and the signer and the client or host are jointly and severally liable for all obligations under this Agreement. Any third party who pays for the order accepts these terms, including damage and loss charges.

17. Weather; Force Majeure; Right to Refuse

IAP may postpone, modify, or refuse delivery, setup, or pickup when severe weather or unsafe site conditions would endanger our staff or the Equipment; such refusal for safety reasons does not entitle the Customer to a refund of amounts otherwise due under Section 12, although Section 13 applies to qualifying natural disasters. Neither party is liable for failure to perform caused by events beyond its reasonable control (including hurricanes, storms, floods, fire, government orders, or labor disruptions), except that the Customer remains responsible for Equipment in the Customer's custody and for amounts owed for services already performed.

18. Title; no Assignment or Subletting

The Equipment is and remains the sole property of IAP at all times. This Agreement is a rental only and conveys no ownership interest. The Customer may not sell, sublease, lend, or transfer the Equipment or move it from the service address shown on the rental contract without IAP's prior written consent. IAP may enter the event site or service address at reasonable times to inspect or repossess Equipment that is at risk of loss or misuse.

19. Default; Collection Costs

If the Customer fails to pay any amount when due or breaches this Agreement, IAP may repossess the Equipment without notice, terminate the rental, and pursue all remedies available at law. The Customer agrees to pay all reasonable costs of collection, including collection agency fees, court costs, and attorneys' fees, incurred in enforcing this Agreement or collecting any rental or damage charges due to IAP.

20. Communications; SMS & Email Consent

By providing a phone number or email address, or by contacting IAP by phone or through our website, the Customer consents to receive calls, emails, and SMS text messages from IAP relating to quotes, orders, deliveries, pickups, payments, and account matters. Message and data rates may apply. The Customer may opt out of SMS messages at any time by replying STOP; opting out does not relieve the Customer of any obligation under this Agreement, and IAP may still contact the Customer by other means regarding an active order.

21. Privacy & Customer Data

IAP collects and uses the Customer's contact, event, and payment information solely to process quotes, reservations, deliveries, payments, and collections, and to communicate about orders. IAP does not sell Customer information. Payment card data is processed through secure third-party payment processors. By using our services, the Customer consents to this collection and use of their information.

22. Dispute Resolution; Governing Law; Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict of law principles. Before initiating any legal proceeding, the parties agree to first attempt in good faith to resolve any dispute through informal negotiation for at least thirty (30) days after written notice of the dispute. Any dispute not resolved informally will be

resolved by binding arbitration in Miami-Dade County, Florida, administered under the rules of the American Arbitration Association, except that either party may bring an individual claim in small claims court, and IAP may bring an action in any court of competent jurisdiction to collect amounts due or to recover its Equipment. Exclusive venue for any permitted court proceeding lies in the state courts located in Miami-Dade County, Florida.

23. Term; Changes to Terms; Miscellaneous

These terms apply to all outstanding and future rental contracts between IAP and the Customer for the duration of the business relationship, until replaced by a later signed version; the version attached to or referenced by the Customer's signed rental contract governs that order. IAP may update these standard terms from time to time. If any provision of this Agreement is held invalid or unenforceable, it will be replaced with a valid provision that most closely reflects its intent, and the remaining provisions remain in full force. This Agreement, together with the rental contract and any signed addenda, is the entire agreement between the parties and supersedes all prior discussions. No modification is effective unless in writing and signed by IAP. This Agreement may be executed in counterparts, and a facsimile, scanned, or emailed copy of an executed counterpart is deemed a valid original. The Customer's electronic signature, or signature captured on a delivery device, has the same effect as an original signature.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, I confirm that I have read, understand, and accept all terms and conditions of this Equipment Rental Agreement, applicable to all outstanding and future contracts between Up Events LLC (d/b/a It's A Party Miami) and the client named below for the duration of the business relationship. I acknowledge my responsibility for the Equipment from delivery until retrieval, my responsibility for lost or damaged Equipment, the application of my security deposit toward amounts due, and my authorization for IAP to charge the card on file for amounts due under this Agreement.

Customer Name (print):	_____	Company:	_____
Signature:	_____	Date:	_____
Contract / Order #:	_____	Event Date:	_____

Up Events LLC d/b/a It's A Party Miami · 2192 NW 89 Place, Doral, FL 33172 · (305) 263-1386 · info@itsapartymiami.com · www.itsapartymiami.com