



TERMS & CONDITIONS

This Agreement supersedes all prior proposals, negotiations, representations, agreements and understandings between the parties, including those contained in any confidentiality agreements, and all terms and conditions contained in any Customer-provided purchase orders, and constitutes the complete and exclusive agreement between Customer and Company regarding the subject matter hereof, and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of Services to Customer shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter, or supplement this Agreement.

1. CARE OF/DAMAGE TO TENT OR RENTED ITEMS.

You are the insurer of the Tent during the rental term, meaning that you bear all risk of loss, damage, vandalism, or destruction

- A. The Rental Term will begin at the time of delivery and is effective until equipment has been retrieved and thoroughly inspected (includes inspections conducted at the **Made in the Shade** warehouse). You will make no alterations to the Tent once it has been installed. Any alterations will need to be requested, scheduled, and executed by MITS Personnel.
- B. The use of any tape, adhesive, staple, hook, or other device that adheres to, or leads to the creation of markings on and/or penetrates any portion of the vinyl is strictly prohibited.
- C. Cleaning, repair and/or replacement fees may be applied and billed to You, the insurer, if the tent vinyl, aluminum hardware, accessory, electrical connection, or any other items included with the rental order (included unlisted items that are part of the rental and used for the purpose or function of supporting, connecting, and/or securing a rental item) has been damaged from improper use, negligence, vehicular damage, organic materials such as fire, leaves, abrasive dust, debris, dried mud, paint, the use of prohibited adhesives, sharp objects, and more.
- D. You will ensure that no heating elements, stoves, candles, fireworks, petroleum-based compounds, acids, lye, solvents, or other flammable, combustible or hazardous materials or gases are used or permitted in, on, under or within 20 feet of the tent at any time. **CA State Fire Code Title 31.**
- E. The above applies to all WILL CALL items.
- F. A damage deposit/damage waiver will not be collected in advance of the rental. Any fees associated with cleaning, repairs, and/or replacement will be assessed, determined, and processed after the rental equipment has been removed from the site and will appear on a Final Invoice or they will appear on a separate invoice, specifically outlining the fees that are incurred.
- G. On site security arrangements will be the responsibility of the customer unless other arrangements have been made and are clearly expressed in writing from Made in the Shade.

2. ORDINARY WEAR AND TEAR.

"Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Tent (and other Rented Items, if applicable) in accordance with the terms of this Rental Agreement, will not be considered damage. Damage which is NOT "Ordinary Wear and Tear" (and for which You will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, tire damage, burns, stains, tears, and split seams, as well as any other improper use, misuse, abuse, neglect, accidental and intentional damage.

3. DAMAGE TO SITE PROPERTY.

You have granted access to **Made in the Shade** to enter property owned by You, the customer, or a property that You, the customer, has secured or been given approval for **Made in the Shade** to enter said premises to erect, construct, install tenting, canopies, and/or structures as outlined in your job order. You are aware that people employed by, or contracted by **Made in the Shade**, will employ company vehicles, heavy equipment (if applicable), tools and other types of machinery that may penetrate, roll over, and perform work on or in the ground as part of the installation and removal of process of all tents, canopies, and structures. Damages, including intentional or involuntary alterations to property aesthetics, involving any crew or individual, employed, or contracted, by **Made in the Shade** will be thoroughly reviewed by management and You the customer to determine the level of liability and potential compensation within the confines of specific incident. **Made in the Shade** will NOT be held responsible for damages to property as it pertains to the installation of the tenting and/or accessories rented through **Made in the Shade** if approval to engage in work or participate in situations that have been expressly approved by You, the customer, or someone entrusted or assigned to make decisions on your behalf by you, the customer.

4. UNDERGROUND UTILITIES.

Made in the Shade will utilize USA NORTH 811 CALL BEFORE YOU DIG's ticket activation process when the use of stakes will be approved by You, the customer, as one of three (3) ballasting options related to the install of all tents, canopies, and structures. **Made in the Shade** will NOT be held responsible for the damage of underground utilities as they pertain to the findings of, and approvals by, USA NORTH 811 CALL BEFORE YOU DIG 811 ticket responses. The notification process is limited, and ticket notifications only include municipal utilities, cable/broadband/telecom, and power providers. Ticket creation (by **Made in the Shade**) allows these providers to enter your property or site location to complete their survey. As part of the response procedure, surveyors will use permanent spray paint to mark areas of concern. 811 is a free service to all Californians and **Made in the Shade** reserves the right to charge for specific services involving the 811 process and time associated with procuring ticket activation. 811 does not mark for irrigation, septic, plumbing lines that are installed on private property. Please see item 5 regarding irrigation/electrical/fiberoptic lines.

5. PRIVATELY MANAGED & INSTALLED UNDERGROUND IRRIGATION/POWER/FIBEROPTIC LINES.

Made in the Shade will NOT perform any form of excavation (Driving of stakes) if an area has not been approved by USA NORTH 811 CALL BEFORE YOU DIG 811 ticket responses or facilities management, property owner or groundskeeper. Additionally, **Made in the Shade** will not perform any excavation in areas that have not been marked with paint, flags or without a property representative in attendance. If the aforementioned criteria has been met, **Made in the Shade will NOT** be held liable for damage to any underground irrigation, septic, drainage lines as that type of damage will be accidental. USA NORTH 811 CALL BEFORE YOU DIG 811 does NOT maintain privately installed irrigation, underground power or fiberoptic lines within your property's perimeter. The services provided by USA NORTH 811 CALL BEFORE YOU DIG are limited. Additional layers of security such as ground penetrating radar systems (GPRS) can be contracted to 3rd party surveyors to lessen the margin of error as it pertains to ground excavations. These services do have an additional cost starting at \$2,100 (3-hour minimum, \$700 for each additional hour) depending on the services tendered, site location and hours worked. More information can be provided upon request.

If YOUR tent will use stakes and YOU, the renter, have marked ALL irrigation lines, in accordance with YOUR knowledge as it pertains to the work area, and/or the knowledge of a facilities or grounds manager at the site location if property is NOT owned by you, and that YOU understand the possibility of the ADDED surveying service that, if approved by you, will be added to the Job Order as it pertains to the specific location(s) where the tenting will be placed. *City parks, event facilities & venues, state property, corporate property, etc. will be defined as "not owned by you."

6. WEIGHTS.

Made in the Shade configures the maximum weight required to properly secure all tents, canopies, and structures. The calculations are a derivative of and based on the findings of **American Rental Association Tent Rental Division (TRD)**. Weather conditions, geo-location and accessories on tenting determine the level of ballasting, or total weight required, to anchor tents, canopies, and structures properly and safely to the ground. Weight formulas cannot be published, but site-specific calculations are available for review upon request. If engineered calculations are required as part of the permitting process, **Made in the Shade** can facilitate the acquisition of equipment specific engineering containing a "wet stamp" provided by a licensed structural engineer. Engineered plans start at \$2000.00 will require up to a 4-week lead time to obtain. **Made in the Shade** retains all rights and ownership for any/all stamped engineering.

7. INSTALL SITE SAFETY.

Safety is an integral component to operations at **Made in the Shade**. Permits, 811 site surveys, ballasting, and training are actions that affirm our commitment to planning and executing a rental in the safest way possible. By ensuring a safe working environment for our employees and one that extends to our customers, we can mitigate injury or other risks involved that can hinder or delay a project. Upon arrival at the installation site, crews will survey the area and identify potential hazards before work can start. This procedure is known as a JSA (Job Safety Analysis). The **JSA** is a vital to safely completing work on the project. In the event that an unsafe situation/occurrence is about to, or is in the process of taking place, during work at the installation/removal site, **Made in the Shade** management, supervisors and/or crew leads retain the authority to halt work being conducted by **Made in the Shade**, and any sub-contractors working for **Made in the Shade**, and they will retain the authority to permit work to begin when the threat has dissipated. Work will only resume once the job site has been deemed safe by **Made in the Shade** personnel previously mentioned. You, the renter, can also pause the installation or removal if you find the conditions unsafe. Should the customer halt work, the crew lead or supervisor on-site must be consulted before such action is taken.

8. EVACUATIONS/SAFETY CONCERNS.

- A.Event/Tent evacuation plans, and execution/management of an emergency evacuation is the sole responsibility of You, the customer/renter. Rental reservations requiring permits, **Made in the Shade** will work with the fire department to ensure that proper egress will be met in accordance with *CA State Fire Code Title 31*.
- B.Evacuation plans will apply to any tent that requires a Tent Permit or that is greater than 600 square feet and a potential 20-50' perimeter around the tent, canopy, structure being permitted may be required to be free of obstacles.
- C.Weather related occurrences can happen at any time. This includes, but is not limited to wind, rain, heat, flooding, or any other Act of God that is foreseen or not. Once the tent has been left in the possession of the customer, the customer has the authority to evacuate the tent accordingly should the tenting appear or become unstable due to the weather forces.
- D.Earthquakes and structural damages can alter the stability of the tent structure. In the event of any structural compromises because of an earthquake or other structural penetration, the tents, canopies, or structures will need to be inspected thoroughly to be granted approval to reoccupy.

9. ORDERS.

The Job Order will outline the services/scope of work to be provided by **Made in the Shade**, including applicable rental equipment, rental date(s), rental time(s), labor, special services, delivery, transportation, sub-contracted services, and total financial obligation required by the customer to complete. The Job Order is part of this contract and incorporated herein by reference, and the use of the terms "Quote," "Active," or "Invoiced," will be included as part of the definition of The Job Order. The customer will be responsible for the total amount due and by fulfilling the financial obligation, **Made in the Shade** will be obligated to fulfill the services, no more or less, than what has been included in the Job Order. At any point during contractual period, the order amount may vary according to customers' needs and the services required to address those needs, changes in operational costs, including but not limited to, transportation, staffing requirements, or scope of work. After the Quote has been accepted, the job will become Active and eventually, Invoiced. Any new order revision the customer receives will supersede the previous order (date/time stamp will be the point of reference) and will be deemed the amount due under this contract. The requisite non-refundable deposit is calculated according to the estimated total price at the time of the request. If the final price is 50% of, or lower than the estimated total cost, the deposit will be credited to the final amount due. Changes, revisions, additions & subtractions of equipment will not be accepted until all deposits and agreement have been signed and accepted.

10. CONFIRMATION, CANCELLATION AND CHANGE POLICY (CCCP).

Rental reservations include equipment listed as part of and make up the entirety of the total job order. Along with the equipment, the job order includes a series of date reservations for the delivery and pickup of the rental, also known as the time frame for which the equipment has been reserved. Cancellations for Job Orders that are marked "Active" or "Invoiced" are subject to penalties that are outlined in the cancellation policy set forth in the CCP. Any singular item or total cancellation of the entirety of an "Active" or "Invoiced" Job Order within a 10-day period prior to the reserved equipment scheduled to leave the **Made in the Shade** warehouse may be required to forfeit up to 100% of any payment(s) made on the order. In some cases, the cancellation of the entirety of the rental may be required to forfeit up to 100% of the total amount due at time of cancellation.

- A.It is the client's responsibility to know and understand all equipment and services that are on their job order. **Made in the Shade** will ensure that all equipment to be delivered will be present on the job order, including any services that will be provided by **Made in the Shade**. Any item or service not listed on the job order will not be executed. Request for equipment or services once the order has been shipped will be subject to rental, service and delivery fees.
- B.Cancellation of individual rental, or equipment items, on the job order must be made within one (1) week prior to the delivery date to receive a refund or to not be held responsible for the total rental cost of that item. Sub-contracted rental items will be subject to the vendors cancellation policy. Vendor cancellation policies are not provided to clients; however, such policies are available for client review upon request.
- C.The cancellation of the entire job order will be subject to operational, preparation, planning, and equipment charges. Operational charges will be defined as any aspect of the reservation that included site visits, diagram creation, travel expenses, hotel reservations, the loading of equipment, materials purchased or rented, permit fees, or any other out-of-pocket expenses that may have been incurred by **Made in the Shade**.
- D.Rental(s) cancelled while crew is enroute to the installation site will be responsible for up to 50% of the rental total. Rentals that are cancelled during the installation of equipment will be responsible for 100% of the rental total. If the cause of cancellation is due to weather and the rental cannot be rescheduled the following day or before the event date, the client will be responsible for a percentage of the rental reservation. That % will be

determined after a full review the scope of work the was executed has occurred.

- E. Contingent rental reservations will only be accepted with a non-refundable 50% deposit applied to the job order, with the remaining 50% due 7 days prior to the delivery date. The 2nd payment will be considered the final confirmation for the rental. Cancellation of the rental reservation made within the 7-day window prior to the delivery date will forfeit the entirety of the payments made on the rental, including the delivery charges.
- F. Any refund issued as the result of a cancellation of any kind may take up to 60 days to process.
- G. Equipment changes will be accepted one (1) week prior to the delivery date and will be subject to availability. A restocking fee of 25% of the rental of that item may be imposed.
- H. Equipment changes made at the job site will be subject to availability. The full rental amount will be added to the final invoice to the new item and the customer will be responsible for the total rental amount of the original item. Delivery and installation charges will apply.
- I. Confirmation, cancellation & change policy is available for review [HERE](#).
- J. Changes to site location, events dates, client, and/or billing contact information must be complete a change form available [HERE](#).

11. PERMITS.

Permits are required on tents 400 square feet or greater that are installed in public locations, commercial properties or facilities. Exceptions include private property, property that is considered residential, cemeteries, funeral events, or DSA certified sites (Department of the State Architect). **Made in the Shade** will comply with the **CA STATE FIRE CODE** set forth under the law through the **State of California**. Renter will be responsible for all permit fees and any processing fees determined by **Made in the Shade**. Expedited fees, plan fee, revision fees, over-time inspection fees or any additional fees that are determined by fire department/jurisdiction and/or issuing agency may be incurred. **Made in the Shade** is at the mercy of the presiding fire district, jurisdiction, and their fire marshal's interpretation of the **CA STATE FIRE CODE**. Upon review by the permit issuing agency, or during the physical inspection after work has been completed, as a condition of approval, modifications to the planned scope of work may result in additional rental equipment or services provided by **Made in the Shade**. Time, materials, and/or equipment will be added to the job order, unless the requirements are the result of **Made in the Shade** personnel.

12. DEPOSITS

A deposit payment of 50% in advance (30+ days prior to delivery) will be required to confirm a rental reservation. Rental reservations made with a 30-day window of the delivery date will be required to submit 100%, or payment in full, of the job total at the time of confirmation.

13. FINAL PAYMENT.

The remaining balance on a job order or invoice will be due within 3 days of the delivery date.

14. FINAL INVOICE.

If you, the client, has met the requirements for confirmation where a deposit, and/or payment in full has been submitted and applied to the rental reservation and there have been additions, and/or changes made after the payment in full has been received, specifically at the time of delivery, a new invoice for those additions will be issued prior to, or immediately following, the pickup. This balance will be issued as a Final Invoice. Approved customers may receive a revised existing order containing additional items or services on their existing rental order.

15. PAST DUE ACCOUNTS.

Made in the Shade identifies two scenarios where late fees will be applicable on Past Due accounts. (1) If the balance of the Final Invoice is at or below 10% of the total invoice amount and an account reaches 30 days past due, a 5% late fee based on the invoice total will be applied to the order and the invoice will be re-issued to the customer. 60 days past due will incur another 5% fee based on the invoice amount as adjusted 30 days prior. This will repeat for however many 30-day intervals occur until the payment is received. (2) If more than 10% of the total invoice is owed and payment has not been settled by the pickup date, the order will have a 10% late fee applied to the order at the time of pickup. Once the account reaches 30 days past due, a 5% late fee based on the adjusted invoice amount will be applied to the order and the invoice will be re-issued to the customer. 60 days past due will incur another 5% fee based on the invoice amount as adjusted 30 days prior. This will repeat for however many 30-day intervals occur until the payment is received.

16. LATE PAYMENT/NON-PAYMENT FEES

Invoices that are 30 days past due may be subject to penalties pursuant to the agreed upon payment terms outlined in the **Reservation Documents**. At 30-days past due following weekly attempts to collect final payment 1% interest will be added to the total amount due. A 1% interest rate will be added to each additional 30-day cycle until the invoice is paid (12% annual interest rate).

17. LATE DEPOSITS

Deposits made after the expiration of a QUOTE will be considered "Late." A late deposit may impact the availability of equipment, permit approval, delivery, and/or pickup dates. A deposit that has **not** been received 30 days prior to a delivery date will be required to submit 100% of the rental total as the "deposit" to confirm the rental reservation. Upon receipt of a late deposit payment intended to confirm a rental reservation, **Made in the Shade** will be under no obligation to provide the equipment as originally outlined on the rental quote nor will **Made in the Shade** be obligated to honor the delivery and pickup dates/times included on the expired rental quote.

18. EXPEDITED RENTAL RESERVATIONS Rental reservations initiated and confirmed within a 30-day window prior to the delivery date will be considered "Expedited" rental reservations and will be required to submit a 100% deposit payment based on the rental total.

19. ADDITIONAL CHARGES

Additional charges such as long carry fees (distances greater than 20' from truck to tent start, stair/elevator/ramp use and the like), wait times (occurrences that delay crew start time at the site), damages, added equipment, additional deliveries, returns to site once crew has completed work, or any other occurrence that affects crews, office staff, additional working hours as it pertains to a job once a rental is in process (has left **Made in the Shade** warehouse for first time) can/will be applied to the job, either as an added line item to the existing Job Contract or as a new job order. Any changes made by you, the customer, to a scheduled delivery/pick up date or time slot 7 days or less prior to the advanced agreed upon scheduled date(s) may be subject to a "Change Fee." This fee will be determined by added loading/unloading time for equipment, crew overtime, increased travel times, or any other factors that are unknown at this time. **Made in the Shade** does observe the right to change/alter/revise any delivery or pick up at any time.

20. SECURITY DEPOSITS

Made in the Shade may require a security deposit in addition to the standard rental reservation deposit. Security deposits will appear as a line item on the job order within its own set (-\$X,XXX.XX). Additions to the job order, damages, or any other occurrences resulting in additional charges will be applied to the order as line items within that set (+\$X,XXX.XX). If the additional charges exceed the amount of the security deposit, that balance will be included in the Final invoice as a balance due on the order. If there are no additional charges, the security deposit will be returned in full, or a fraction thereof if charges are below the amount threshold. Factors determining what orders will be required to supply a security deposit will be order addition and payment history, select orders exceeding \$55,000.00 by new customers, and other factors as decided by **Made in the Shade**.

21. CLIENT - OWNED EQUIPMENT

The installation and/or disassembly of equipment that is client-owned will be limited to the experience and capabilities of **Made in the Shade** crews and the client will be responsible for the readiness and permitting of the equipment and tenting. The services provided by **Made in the Shade** will be subject to the same service conditions and requirements of a standard rental reservation.

- A. All Client-Owned Equipment that is installed and/or disassembled by **Made in the Shade** will also be required to **review** and **sign** the Rental Agreement & Delivery Preparation Form, including the [Client-Owned Equipment Terms & Conditions Form](#).
- B. All work orders will be issued in the same format as a standard rental reservation (Quote, Active, Invoice, but will be contain the appropriate description in the Job Type field identifying the action as client owned.
- C. Payment terms will be identical to a rental reservation:
 - 50% non-refundable deposit required to hold action dates.
 - 100% non-refundable payment required for reservations made within 30 days to the action date.
- D. Made in the Shade's [Confirmation, Cancellation & Change Policy \(CCCP\)](#) and **Made in the Shade's** Covid Cancellation Policy (CCP) will apply to any Cancellations and/or changes. client will be responsible for the delivery & labor charges as outlines in the work order.

22. CONTRACTOR AND VENDOR SITE SPECIFIC SAFETY COMPLIANCE

Specific safety courses, certifications, or training courses regarding vendor conduct, workplace hazards, emergency procedures, etc. to enter a facility or property to perform the scope of work as outlined in the rental/job order and conducted by said facility or property safety managers or directors, will incur charges for the time of each employee including, but not limited to, the travel and participation of employees, or contracted workers, of **Made in the Shade**.

23. DAMAGES CAUSED BY MADE IN THE SHADE

Damages cause by **Made in the Shade** crews, **Made in the Shade** equipment or any equipment or team contracted by **Made in the Shade** to an event site, items within the tenting or canopy structures, or around the perimeter or vicinity of the tenting or canopy structures must be reported immediately. Photos of the damage must be provided that show the damage(s) exactly where they occurred.

24. EVENT PLANNERS/PRODUCTION COORDINATORS

Made in the Shade will correspond with the ordering/billing contact. This individual will be termed as the **PRIMARY CONTACT**. The ordering/billing contact may identify a lead contact or event producer as the **PRIMARY CONTACT**. Interactions by **Made in the Shade's** sales and operations teams regarding billing, planning, equipment ordering, equipment changes, delivery and pickup will be limited to the **PRIMARY CONTACT** throughout the duration of the rental process.

25. PHOTOGRAPHY & SOCIAL MEDIA

Made in the Shade crew leads are outfitted with cameras to document the condition of the job site upon arrival, once work has been completed and to document changes that have been made to the set up. Additionally, the crew leads will photograph the site before they begin removal and when everything has been picked up prior to their departure from the site. These images are intended to visually communicate, and be entered into the historical record, what the crew is experiencing on the ground. The images that are captured are not intended for public consumption and will not be shared outside of **Made in the Shade** or in real time via social media platforms unless permission has been granted by the customer. For events open to the public, an image from the crew may be shared on social media platforms. In this rare case, images are only shared that depict crews working safely, specific products or styles of equipment that have been, or are being installed for the event, including, but not limited to depictions of **MITS** corporate partners, branded heavy equipment, tools used to install and/or remove. Images that may be on social media platforms (Facebook, Instagram, X, Tiktok, etc will only be done on the day of the event without prior client approval.

26. AFTER-HOURS/HOLIDAY WORK

After-hours charges will apply to delivery and pickup dates and times occurring before 6am and after 2pm Monday- Friday, all-day Saturday and all-day Sunday. Made in the Shade does not schedule work to be performed on Thanksgiving, Christmas Day or the 4th of July. All remaining holidays will be subject to Holiday charges.

27. OVERNIGHT/HOTEL STAYS FOR CREWS

Single and multi-day delivery and pickups that are greater than 200 miles, or up to 5 hours driving distance, from Made in the Shade's main warehouse may require over night crew accommodations. Hotel/Motel locations will need to be within a reasonable distance to the job site. **Made in the Shade** limits 2 individuals per hotel/motel room. Each employee will receive a daily per diem for every day they are traveling and working.

28. INSTALLATION SITE & ACCESS

The installation site, whether owned, leased, borrowed, or gifted, must be safe and accessible to **Made in the Shade** to execute the agreed to services outlined in the Job Order leading up to and throughout the duration of the rental period. At the time of crew arrival, if a site is determined to be unsafe for crews to execute the install or removal of any equipment, work will be paused, rescheduled, or canceled all together and the Cancellation and Change Policy will take effect, with 100% of the rental due.

- A. Site visits will be conducted as needed to determine the viability of a proposed installation site. Site visits can be virtual or in person depending on the circumstances and time frame of the rental. In-person site visits will only be conducted once pricing has been accepted by the customer and the intent to move forward with the rental is clear. In-person site visits that do advance to a confirmed rental, will carry a charge for time and travel and will be invoiced accordingly.
- B. The site contact is required meet crew at the time of delivery. The site contact must have authority to make decisions regarding the rental or have direct access to any/all individuals who can make decisions regarding the addition or, or subtraction of equipment/services. The site contact needs to be prepared to walk the site with the crew leader and ensure that access to the site is unimpeded.
- C. **Made in the Shade** will confirm the estimated delivery time of equipment the day prior. Confirmation will be phone call, or in some cases, by text.
- D. Crew leader will notify the site contact of the crew's arrival when they are approximately 30 minutes away.
- E. Work trucks must have clearly marked parking, and parking should be within a 30' radius of the exact site for install. Long carry charges will apply based on the rental equipment and site conditions for distances greater than 30'.
- F. Gates should be unlocked, parking lots should be cleared of vehicles, animals should be leashed or kept indoors, irrigation should be off.
- G. If the crew cannot begin work because of a situation that is under the customer's control, a standby charge will begin at the 15-minute mark for each truck on site. That charge will be \$450.00/truck per hour or fraction thereof. Site contact will be notified when the standby charge.

29. K-12 PUBLIC & PRIVATE SCHOOLS

In addition to all other items listed herein, the following will apply to tent, canopy and structure installations occurring on K-12 public and private school campuses:

- A. Site visits, equipment installation and equipment removal must be scheduled before or after students are present on campus. **Made in the Shade** after-hours charges will apply. See the [AFTER-HOURS/HOLIDAY WORK](#) section.
- B. An escort will be required to lead crew to the installation site.
- C. Staking on campus- please see [UNDERGROUND UTILITIES](#) and [WEIGHTS](#) sections.
- D. If work cannot be conducted outside of student present, a dedicated escort will be required to remain with the Made in the Shade crew throughout the duration of the installation and removal of equipment.

E. A dedicated restroom for **Made in the Shade** crew will be required. In the event that a dedicated restroom cannot be provided, **Made in the Shade** will provide a single use restroom for the duration of the installation and removal of equipment. Portable restroom rates will apply.

30. EXPIRY DATES

A quote expiration date appears on all quotes issued by **Made in the Shade**. All quotes must be confirmed with the valid time frame applied to the quote. Quote expiration time frames are found in the upper right-hand corner of each quote. Standard confirmations will be valid for ten (10) days from the date they are issued. Expedited confirmations will be valid for four (4) days or noon the following day from the date they were issued. Pricing, inventory allocations, delivery, and/or pickup dates may be impacted on any rental confirmations occurring past the expiration date.

31. BILLING/CONTACT/SITE CHANGE OF INFORMATION

Changes of information for site contact, client contact, action dates, or billing after a rental agreement has been signed will need to be completed in writing. Options for submission are email directly to your sales rep at Reservations@madeshade.com or by completing a [change of information form](#).

32. FORMS OF PAYMENT

Made in the Shade accepts checks, ACH, and credit card payments (Mastercard, Visa, and American Express). A 4% processing fee will be applied to any amount processed. The processing fee will be applied to the job order as a line item. A mail date will be required for all checks sent. A payment form for each rental reservation will be required to be completed as part of the rental confirmation.

33. PURCHASE ORDERS

Purchase orders can be used a form of payment and will require direct approval from the accounting department. A purchase order that outlines, mimics, copies, duplicates, transposes identical verbiage found in the corresponding invoice does not confirm a rental reservation, or act as the complete contract for services that **Made in the Shade** will provide, nor will a purchase order supersede the **Made in the Shade** Rental Agreement, that includes as a part of, these terms and conditions. **Made in the Shade** will comply with, and provide a signature on an approved purchase order, provided that the issuing agency completes all necessary fields within, and signs, **Rental Agreement & Delivery Preparation form (RADP)**. **Made in the Shade** will not deliver any equipment until the **RADP** has been completed. **Made in the Shade** encourages the application of a blanket purchase order to cover the total of the estimate at the time of issuance, and that the blanket purchase order includes the option for additional expenses including, but not limited to subtractions, additions, changes to the equipment or services on the rental order. By issuing a *Blanket PO*, changes to the final amount due will not stall the payment process.

Made in the Shade will accept purchase order agreements with well-established clients with accounts that are in good standing. Standard payment terms are expected to be set at **NET10**, allowing for a 10-day window of time to receive payment on the rental order from the date the final invoice was issued. Payment terms of **NET15** and **NET30** can be requested; however, there must be specific verbiage that includes additional guarantees outlining exactly when, and how, the final payment will be received, what the course of action will be if payment is late, and what the protocol will be if payment is refused for any reason. **Made in the Shade's** Accounting Department will review the purchase order once the **RADP** has been completed and returned. Additional fees may be levied on the rental if payments are made via single-use debit or credit cards.

34. DISCOUNTS

Discounts for qualified customers will require approval. If approved, discounts will be applied to a rental reservation when a deposit and ALL Reservation Documents have been received. Discounts are **not** available April-June and August-October and will only apply to tenting equipment only.

35. SERVICES

Definition of "services" includes planning & preparation of equipment, transportation, installation, and/or removal of equipment, permit processing, site visits, and any human action required to fulfill the rental order. The purpose of this form is providing information regarding site obstacles or challenges, timing expectations, and areas of concern that could compromise safety protocols or delay the installation crew from fulfilling the scope of work. The person(s), or designated signers, assigned to complete this form must have direct/ working knowledge of the rental order, intended use of the rental equipment, and knowledge of the installation site. The information collected herein will be used for the sole purpose of planning by **Made in the Shade**, or any persons/companies contracted to work on behalf of, or under the management of **Made in the Shade**. Any order versions issued prior to completion of this form will be updated accordingly. Please be aware that the made in the shade (including the aforementioned) will perform services at a property, facility, campus, or public site, operating under the assumption that the installation/removal site has been approved and is safe to enter prior to the arrival of the crew. **Made in the Shade** is not responsible for any unfavorable outcome that is the direct result of incorrect or incomplete information that has been submitted/collected/interpreted as part of this form.

36. PRIVACY

Made in the Shade shall comply with all applicable state and federal privacy and data protection laws that are or that may in the future be applicable to the supply of the Products and provision of related services under this Agreement. **Made in the Shade** will take appropriate steps to ensure that all client's confidential information will remain confidential, additionally, **Made in the Shade** shall not use any client's Confidential Information for any purpose other than in accordance with this Agreement and shall not disclose such Confidential Information to any person other than its personnel who have a need to know such Confidential Information for the Purpose of this Agreement and who are subject to a nondisclosure obligation per their employment by **Made in the Shade**.

Additional forms and information can be accessed [HERE](#).

THIS FORM IS FOR VIEWING ONLY. TERMS & CONDITIONS ARE AGREED TO ON THE TERMS & CONDITIONS FORM DISTRIBUTED WITH THE RESERVATION DOCUMENTS.

COMPLETION OF THE RESERVATION DOCUMENTS IN THEIR ENTIRETY ARE REQUIRED TO CONFIRM ALL RENTALS.