

COUNTRY TINKER

Custom Wood Fabrications & Event Rentals

RENTAL AGREEMENT

Date: 05/01/2024

This agreement on **Wednesday, 05/01/2024**, between **CLIENT NAME** [Referred to as Client], and Alyssa Broughton, co-owner of Country Tinker [Referred to as Vendor] for rental items to be utilized on **05/01/2025**.

Venue/Event Location Address: _____

Drop Off Date & Time: 00/00/24 at _____ Pick Up Date & Time: 00/00/24 at _____

Event Day Point of Contact (i.e. wedding coordinator): _____

Phone Number of Point of Contact: _____

Outdoor Event Rain Plan (i.e. tents): _____

Retainer

The deposit of **\$0.00** (50% of total amount due) and a signed rental agreement must be secured prior to any services being performed by Vendor. A credit card is required on file prior to the event in lieu of a security deposit for any potential damages; see 'Damage or Loss of Accessories' for more details.

Contracted services

Includes all services described in invoice reviewed and distributed to clients. Any additional services/products requested by the client incurred by the vendor will be billed directly to the client at cost. All services contracted cannot be deducted, but additional services can be added.

For your convenience, payments to Vendor can be made through CashApp: \$countrytinkernc, Venmo: @countrytinkernc, PayPal: @AlyssaBroughton862, Zelle: Alyssa Broughton, events@countrytinkernc.com, Cash or a Check made out to Jason Broughton, co-owner of Country Tinker.

Expiration

Current event date is valid 10 days post origination date to secure services. If deposit and signed agreement are not received within the 10 days, Vendor can not guarantee date availability to the Client.

Provided Documentation

All documentation created and provided to Client is owned and copyrighted by Vendor and cannot be used or given to any other 3rd party.

Social Media & Marketing

The Client agrees to the Vendor taking any photos and videos of the Vendor's items at the event setup. The Vendor agrees to not post or use photos of the event itself without prior consent from the Client.

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I, _____, allow Country Tinker to utilize any and all photos of the event for social media and marketing purpose.

Signature: _____ Date: _____

Photos and videos can be emailed to events@countrytinkerc.com or tagged with @countrytinkerc.

Liability

It is understood that Vendor is only liable for services completed and provided by Vendor and cannot be held liable for the services of other contracted vendors. It is understood that in no event shall Vendor be liable for consequential damages of any kind.

Cancellation Policy

If the event is canceled before **03/27/24**, the full deposit paid to Vendor will be returned. If the event is canceled after **03/27/24**, deposits are non-refundable. If the event is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).

Postponement Policy

If the event is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If the client requires services to resume and a new event date being established, any outstanding payments will be required at time of service restart.

Responsibility

Vendor is not responsible for Acts Of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the Vendor, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, Vendor will obtain upon approval of the client, a qualified professional replacement to fulfill Vendor's obligations under the contract, at no additional charge to the client.

Contracted Vendor and Payments

Any rentals and/or subcontracted vendors contracted on behalf of the client will be paid in full to Vendor directly at requested deadline. Proper notice will be provided per cost.

The Client agrees to provide the Vendor a credit card on file to be charged in the event of loss of damages to rented items. The Vendor agrees to not charge the card on file without prior knowledge of the Client and all damages will be documented and discussed with the Client prior to the card being charged.

Payments made payable to Jason or Alyssa Broughton, owners of Country Tinker.

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Damage or Loss of Accessories

The Client agrees to exercise all due care in caring for, and preserving the property of Vendor. Clients shall remain responsible for all loss or damage to rentals, up to and including actual replacement value for each missing or damaged item per cost. The Vendor agrees to discuss damages and notify the Client prior to charging the credit card on file.

In the event of inclement weather for outdoor events, the Client agrees to provide an adequate 'Rain Plan' such as moving an outdoor event inside, providing a tent for coverage, postponing the event, etc. If an adequate plan is not provided by the Client at the Vendor's arrival and there is a high chance of rain, the Client agrees to rent from the Vendor adequate furniture protection for the Vendor's property. Failure to utilize the covers shall result in the Client being responsible for damages up to and including the replacement value of each damaged item per cost.

Delivery/Transportation

For delivery, drop off and pick up times need to be communicated to Country Tinker no later than **04/24/24**. Please also provide any parking instructions, entrance restrictions, any elevators or staircases more than 4 steps that need to be navigated, etc. Any subsequent changes by either party after the agreed upon date need to be communicated as soon as possible unless there is an incident not within the control of the vendor or the client i.e. Acts of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, etc.

Payment Schedule and Method

For your convenience, payments can be made via CashApp: \$countrytinkernc, Venmo: @countrytinkernc, PayPal: @AlyssaBroughton862, Zelle: Alyssa Broughton, events@countrytinkernc.com, Cash or a Check made out to Jason Broughton, co-owner of Country Tinker.

Full deposit outlined in the retainer section above due upon completion of the signed agreement for services. Any remaining balance is due 1 week before the event date, **04/24/25**.

Attorney

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in addition to any other remedies to which that party might be legally entitled.

Appropriate Conduct/ Safe Working Environment

The Client(s) expressly agree(s) to take best efforts to provide Vendor and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Vendor or a bystander to present a threat or implied threat of injury or harm to Vendor staff or equipment, the Vendor reserves the right to cancel all services remaining under this Agreement and leave the event. At the Vendor's discretion, the Vendor may enact a three-strike policy. After the first offense, the Vendor will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), Vendor shall resume work in accordance with the original terms of this Agreement. If the

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threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the Vendor will immediately leave the event. If the Vendor leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold Vendor harmless as a result of incomplete event coverage, or for a lapse in the quality of the Vendor's work, and the Client(s) shall be responsible for payment in full.

The undersigned have read this contract, understand its terms, and agree to be bound thereby. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Vendor, Alyssa/Jason Broughton Co-Owner of Country Tinker

Date: _____

Client, **NAME**

Date: _____

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