

Rental Terms & Conditions

1. General

Fusion Flavor, LLC ("Fusion Flavor") and the renting party ("Customer") identified in the applicable Fusion Flavor LLC event rental quotation, order, acknowledgement, invoice, or any other contract or agreement between Fusion Flavor and Customer, agree to be bound by these Terms and Conditions of Rental for the materials, equipment, and/or products rented to Customer pursuant to such Contract. Customer hereby agrees that they will be bound by these Terms and be responsible for orders placed on their behalf by an event coordinator, planner, representative, or agent of Customer, for which such Customer is identified on the Contract, as if such Customer placed the order directly with Fusion Flavor.

2. Acceptance/Sole Terms

The provisions set forth herein together with the provisions of the Contract constitute all the terms and conditions for Customer and with Fusion Flavor regarding the materials and equipment. Fusion Flavor's acceptance and shipment of Customer's order is expressly made conditional on Customer's agreement to these Terms. Any and all terms, conditions, or provisions specified in any quotation or otherwise (whether oral, typed, written, or printed) that in any way change, modify, amplify, differ from, or add to these Terms or Fusion Flavor's Contract, are null and void and of no effect, even if (i) Fusion Flavor does not expressly object to such terms, conditions, or provisions, or (ii) such terms, conditions, or provisions are specified subsequent to such other documents. Customer hereby agrees that no terms additional to or deviating from these Terms shall become part of the Contract unless and until written acceptance of such additional or deviating terms, signed by an authorized officer of Fusion Flavor LLC, has been issued to Customer. Customer's acceptance of any materials and equipment supplied by, or on behalf of, Fusion Flavor LLC shall, without limitation, also constitute acceptance of these Terms.

3. Reserving Equipment

Fusion Flavor LLC agrees to rent to Renter the items described in detail in the rental items list (hereinafter, "Rental Items List"), which is incorporated by reference, made a part of this Agreement, for Renter's Event (hereinafter, "Event") scheduled for the Event Date. Equipment will be reserved upon the deposit of 50% of the total charges. This deposit is non-refundable and will be paid via electronic payment. This equipment cannot be sub-rented or used by any other party than that listed on the given invoice. Within 14 days of the scheduled event, items cannot be canceled. Canceled items within these 14 days will

be charged to the customer at rental cost using the card on file. Exceptions to this rule are solely at the discretion of Fusion Flavor LLC.

4. Price and Payment

Payment is due in United States dollars on or before the date of pick up or delivery listed on the Contract. Prices stated are subject to change and the Customer agrees that additional payments will be owed and payable to Fusion Flavor in the event of (i) alterations in specifications, quantities, designs, or delivery schedules or required labor for delivery to the specified location(s), (ii) untimely return or unreturned rented materials and equipment, altered or damaged materials/equipment. Customer hereby agrees that Fusion Flavor LLC may charge any credit or debit card, or account provided by Customer for any such change in price resulting in a balance owed by Customer to Fusion Flavor LLC. No discount will be allowed unless specifically set forth on the face of the Contract. Written quotations will automatically expire thirty (30) days after their issuance unless terminated by Fusion Flavor LLC upon notice to the Customer. Fusion Flavor LLC reserves the right to increase the prices of its rental materials and/or equipment. The timing and amount of any price increase for any rental of its materials and/or equipment will be at the sole and exclusive discretion of Fusion Flavor LLC. To the extent that a price increase may affect an unexpired written quotation provided by Fusion Flavor LLC to Customer, Fusion Flavor LLC may in its sole and exclusive discretion honor such quotation or terminate such quotation by notice to Customer, with or without providing a new quotation to Customer.

ADDITIONAL CHARGES

In addition to other charges and costs provided herein, the renter shall pay charges in accordance with Fusion Flavor LLC rates then in effect for the following services:

- > Delivery or Pickup
- > Delivery or Pickup from any location to other than ground level
- > Setup/knockdown of tables and chairs
- > Delivery and pickup after business hours, Saturdays, Sundays, and Holidays
- > Packaging materials are not returned
- > Site planning and preparation
- > Last-minute or rush orders

5. Acceptance of Goods, Delivery, and Transportation

Customer shall inspect the materials and/or equipment at the time of pick-up or delivery. Unless Customer provides Fusion Flavor LLC with notice of any claim, shortages of, or defects in the materials and/or equipment, including without limitation any claim relating to quantity, weight, condition, loss, or damage thereto, at the time of delivery, such materials and/or equipment shall be deemed finally inspected, checked, and accepted by

Customer. If Customer request delivery, the delivery fee is based upon those Rental Items itemized on the Rental Items List. Fusion Flavor LLC agrees to deliver Rental Items door-to-door only unless other arrangements are confirmed in writing. If Renter adds or changes Rental Items or requests revised delivery/retrieval dates/times from the original booking, Company may increase the Delivery Fee. The Delivery Fee is for Rental Items delivered and/or retrieved from one central (level) area within twenty-five (25) feet of the Fusion Flavor's LLC delivery vehicle. Renter agrees to pay additional fees, subject to Fusion Flavor's LLC discretion, if Renter requires the Rental Items be carried further than twenty-five (25) feet of Fusion Flavor LLC delivery vehicle, up more than five (5) stairs, setup, torn down, or packed by Fusion Flavor LLC. If Fusion Flavor LLC is required to wait more than fifteen (15) minutes at the time of delivery or pickup, the Renter agrees to pay additional fees of \$1 per minute. Renter (or Renter's representative such as Event Staff) must be present at the Event site during the agreed upon time(s) and ensure Fusion Flavor LLC has full access to the premises. If Renter or Renter's representative is not present at the time of delivery, Renter waives the right to inspect the status, condition, and quantities of Rental Items. Fusion Flavor LLC is not responsible for delay(s) caused by other parties, including providers of other rentals or services.

The Contract shall specify whether materials and/or equipment shall be delivered to an indicated address or picked up by Customer. Fusion Flavor LLC will determine the point of origin of any shipment. Fusion Flavor LLC shall not be responsible for insuring shipments. Customer is responsible for obtaining all permits, licenses, authorizations, and approvals from appropriate parties, companies, and/or government for the lawful and safe use and occupation of the location(s) to which the materials and/or equipment will be delivered and from which the materials and/or equipment will be retrieved. Customer is further responsible for providing and obtaining safe and clear access to the delivery and retrieval location(s), including without limitation, ensuring all packaged items can be delivered through outside and indoor areas of ingress and egress. Fusion Flavor LLC may refuse, without penalty to Fusion Flavor LLC, delivery and/or retrieval of the materials and/or equipment if Customer fails to provide safe means of ingress and egress.

6. Title and Risk of Loss

Title to any materials and/or equipment rented to Customer shall remain with Fusion Flavor LLC.

7. No Warranty

Fusion Flavor LLC provides materials and/or equipment "as is" without any warranty, express or implied, including no warranty for merchantability or fitness for a particular purpose.

8. Limitation of Liability

Fusion Flavor LLC liability (whether under the theories of breach of contract or warranty, negligence, strict liability, or otherwise) for the materials and/or equipment shall be limited

to repairing or replacing such materials and/or equipment found by Fusion Flavor LLC. To be defective with new or reconditioned

Materials and/or equipment at Fusion Flavor LLC discretion, or at its option, to a refund, in partial or full, the rental or purchase price of such materials and/or equipment. The parties hereto expressly agree that the customer's sole and exclusive remedy against Fusion Flavor LLC shall be for the repair or replacement of the defective materials and/or equipment, with Fusion Flavor LLC consent, the refund of the purchase price. Customer hereby agrees that this exclusive remedy shall not be deemed to have failed of its essential purpose so long as Fusion Flavor LLC is willing and able to repair or replace the defective materials and/or equipment in the prescribed manner or refund the price, in partial or full, for materials and/or equipment covered by the contract.

9. Disclaimer of Consequential and Incidental Damages

In no case will Fusion Flavor LLC be liable for the cost of procurement of substitute materials and/or equipment, damage to other property, loss of business or profits, loss of production, loss of use, or any other similar or dissimilar consequential, incidental, indirect, punitive, exemplary, or special damages even if Fusion Flavor LLC has been advised of the possibility of such damages, which customer or any other person, corporation, company, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect in the materials and/or equipment. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including, without limitation, property handled or processed using the goods). Customer shall defend, indemnify, and hold Fusion Flavor LLC harmless against all liability, cost, and expense which may be sustained by Fusion Flavor LLC on account of any such loss, damage, or injury.

10. No Insurance

Unless otherwise expressly set forth in the Contract, Fusion Flavor LLC is neither providing nor offering to provide, directly or indirectly, any first or third-party insurance coverage in connection with the rental or sale of the materials and/or equipment to Customer.

11. Taxes

Any sales, use, or similar taxes, tariffs, fees, or other levies, taxes, duties, governmental charges, or surcharges now or hereafter imposed under any present or future law in connection with the sale, delivery, use, or rental of the materials and/or equipment,

including without limitation any equipment, accessories, and attachments (including replacements thereof or spare or replacement parts thereof), any installation, repair, maintenance, and instructional services, shall be payable by Customer, and if such taxes or fees are paid or are required to be paid by Fusion Flavor LLC, the amount thereof shall be added to and become part of the price payable by Customer hereunder.

12. Packaging

Prices stated are based on Fusion Flavor LLC standard packaging. Fusion Flavor LLC reserves the right of packaging the materials and/or equipment in pallets, bulk, or individual cartons. Packaging will be a standard commercial package and acceptable to commercial carriers. Special Customer packaging will be furnished only when specified, and the cost thereof shall be borne by Customer.

13. Delays

Unless expressly specified to the contrary, materials and/or equipment in stock will be shipped to arrive by the date of delivery. However, all shipping dates are based upon the current availability of materials, present production schedules, and prompt receipt of all necessary information. Fusion Flavor LLC will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance of these Terms caused by or imposed by (a) strikes, fires, disasters, riots, terrorist acts, or acts of God, (b) acts of Customer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) governmental action, (e) subcontractor or supplier delay including, but not limited to, failure by subcontractor or supplier to make timely delivery, or (f) any other cause or condition beyond Fusion Flavor LLC reasonable control. In the event of any such delay or nonperformance, Fusion Flavor LLC may, at its option and without liability, cancel all or any portion of the contract. Fusion Flavor LLC will use commercially reasonable efforts to minimize reasonably anticipated delays but may decline to deliver and/or install materials and/or equipment if such acts above occur and potentially create unsafe or unsecure delivery or retrieval conditions.

14. Termination, Cancellation, and Modification

CANCELLATION & MODIFICATION POLICY: All reservations require a non-refundable and non-transferable deposit in advance of the event. Customers may cancel their reservation; however, their deposit is non-refundable. Deposits are 50% of the total cost of the invoice. The balance is due upon release of the order, or in the case of deliveries, 3 days prior to delivery. If payments have been received that are higher than the deposit required to book the event, the excess will be refunded back to the original payment method. For orders canceled within 14 days of the event date, the total amounts paid will be forfeit unless cancellation is due to inclement weather conditions. Changes to contracts must be made at least 72 hours before scheduled delivery or customer pickup.

24-Hour Risk-Free Cancellation: As part of our customer commitment, Fusion Flavor LLC offers a 24-hour risk free cancellation policy. Requests must be made via email to fusionflavor125@gmail.com. Fusion Flavor LLC will not accept text or social media message. This 24-hour risk free cancellation applies to orders placed online only.

15. Damage, Destruction, and Loss

Customer acknowledges that in the event any rented materials and/or equipment sustain any damage or destruction or are lost or stolen while under rent to Customer, Customer agrees to pay Fusion Flavor LLC the costs for repair or replacement. Customer further agrees to accept full responsibility and liability, and Customer shall defend, indemnify, and hold Fusion Flavor LLC harmless for any injury to any other person(s), for any damage to the property of any other person(s), and any other loss that may result through the use or misuse of the materials and/or equipment. Fusion Flavor LLC is not responsible for any damage or liability incurred by handling Customer's or any other person's personal property.

16. Return of Rented Materials and/or Equipment

Customer shall return all rented materials and/or to Fusion Flavor LLC at the time, date, and place designated in the Contract. Customer shall return all rented materials and/or equipment in the same condition and manner as Customer received them, including without limitation placed in the same packaging, folded, and racked in the same manner, and/or cleaned, rinsed, and wiped down as received. Customer shall be responsible for the safe and secure storage of all rented materials and/or equipment awaiting retrieval. Customer agrees and acknowledges that if Customer fails to return all rented materials and/or equipment to Fusion Flavor LLC at the time, date, and place designated in the Contract or if Customer fails to make all rented materials and/or equipment available for pickup at such time, date, and place, then Customer is subject to additional service charges, including without limitation Fusion Flavor LLC consequential and incidental damages regarding any such attempt by Fusion Flavor LLC to retrieve the rented materials and/or equipment, and the procurement, retail, shipping, handling, fulfillment, and/or replacement of such rented materials and/or equipment.

17. Return of Rented Materials and/or Equipment

Customer agrees to return materials and/or equipment as described in the Contract).

18. General Photo Release

Renter agrees that Fusion Flavor LLC may use any images from the Event for Fusion Flavor LLC portfolio, advertising, website, blog, magazine submissions, and any other means of promotion. Renter waives any right to payment, royalties, or any other consideration for the use of the images. Renter waives the right to inspect or approve the finished product, including a written or electronic copy, wherein Renter's likeness appears. Fusion Flavor LLC is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Renter, their heirs, representatives, executors, administrators, or any other persons acting on Renter's behalf or on behalf of the Renter's estates have or may have by reason of this authorization.

19. Indemnification

Customer shall hold harmless, defend, save, and indemnify Fusion Flavor LLC and its agents, employees, officers, directors, owners, and its respective heirs, assigns, successors, and executors from and against any and all liability, claims, demands, whether groundless, false, or fraudulent, costs (including expert and attorney's fees), damages, losses, judgments, or awards, brought by a third party or parties arising out of or in any way connected with any act or omission of Customer. The duty to defend as provided herein is separate and distinct from the duty to indemnify and shall arise immediately upon the tender of any third-party claim or demand and shall continue until it is conclusively proven that there is no possibility for indemnity.

20. Intellectual Property

Any trademarks, branding, drawings, designs, and all other intellectual property of Fusion Flavor LLC embodied in, displayed on, or otherwise provided in connection with, the materials and/or equipment or the Contract ("Intellectual Property"), shall remain the sole property of Fusion Flavor LLC. Without Fusion Flavor LLC express prior written permission, Customer will not (a) remove, alter, or deface any trademark or branding including with or displayed on the materials and/or equipment, and (b) reproduce, use, or communicate to third parties of any such intellectual property.

21. No Waiver

Forbearance or failure of Fusion Flavor LLC to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Customer, shall not affect or impair Fusion Flavor LLC rights arising from such defaults; nor shall forbearance or failure be deemed a waiver of Party Rental Ltd.'s rights in case of any subsequent default of Customer.

22. Severability

If any provision of these Terms is unenforceable or invalid, these Terms shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.

23. Assignment

These Terms shall be binding upon and shall inure to the benefit of the successors and assigns of Customer and Fusion Flavor LLC provided, however, that Customer may not assign or transfer the Contract or these Terms, in whole or in part, except upon the prior written consent of Fusion Flavor LLC.

24. Governing Law; Venue; Resale

The Contract and these Terms shall be construed in accordance with and governed by the laws of the State of Maryland, without regard to its conflicts-of-laws rules or principles. All actions or proceedings arising directly or indirectly here from or related hereto shall be litigated only in the courts of Prince George's Country in the State of Maryland. The parties hereby consent to the jurisdiction and venue of such courts.

25. Entire Contract

Customer and Fusion Flavor LLC hereby agree that these Terms along with the Contract shall constitute the entire agreement between Customer and Fusion Flavor LLC and no prior or contemporaneous oral or written statement, correspondence, sample, or other terms, quotations, or understandings shall modify, alter, or in any way affect the terms thereof.

26. Substitutions

Should a requested product become unavailable at any time, we reserve the right to substitute alternative products to the order. We will make every effort to provide a substitution comparable in quality or functionality to the requested product.

27. Rental Item Wear

Due to the nature of our business, our items are frequently rented and cleaned. While we strive to give you the best quality products every time, please note that there may be signs of "ordinary wear and tear" and that we cannot guarantee new or like-new quality.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE

Customer Signature: _____

Date: _____