

TERMS AND CONDITIONS OF RENTAL

You are responsible for the backdrops you rent from the time you receive them up until you return them to the shipping carrier of our choice, whereby you will need signed proof that the carrier received the backdrops (referred to as POSSESSION). In the event that you use your own carrier, the responsibility will remain yours until we receive the backdrops in our warehouse. All backdrops rented must be used for the sole purpose of an event (ceremony, party, dance recital, competition, photo shoot, commercials, theatre/tv productions). Our total liability cannot exceed the value of the rental cost of a backdrop.

Backdrop Rental Payment Terms: Upon confirmation, we require at least a 50% deposit. All backdrops must be paid in full 30 days prior to shipping the backdrops. We accept checks and all major credit cards. For orders placed less than 30 days prior to shipping, only Credit Card Payments will be accepted - special requests will be considered. When paying by check, a credit card is required for guarantee purposes and damages if incurred.

Shipping Terms: We reserve the right to choose the shipping company best suited to deliver the backdrops in a timely manner, directly to your door. Shipping costs are based on the size and the weight of the backdrops. We make every attempt to deliver your order to you early. Inaccurate addresses may delay the timely delivery and we will not be held responsible if your backdrop is not received on time – and no refunds will be issued. **Verify the shipping address on your invoice. Residential addresses require a signature for the delivery of the backdrop.** If an order is refused or returned to us due to inaccurate or incorrect address information or because it was undeliverable, Backdrops Beautiful reserves the right to retain the original shipping fee and to charge any additional costs incurred. *We are not liable for shipping delays caused by weather and/or natural disasters. When shipping to a convention center or hotel that you designate, we will not be held responsible for delivered packages that are lost or not received. It is your responsibility to know the designated locations' policy details on receiving packages and to coordinate receipt of the shipment. To avoid late fees the same applies to backdrop returns and you are liable until FedEx picks up the actual package.*

Handling Instructions / Damages: A clean, smooth, dry surface without any sharp objects is critical for handling, whether receiving or returning our backdrops. Be careful when opening the box as blades are known to be the most common cause of damage, even though the backdrops are packed well, with extra board to protect the backdrop. Inspect backdrops immediately upon arrival. We inspect every backdrop prior to shipping, so please inspect your order upon arrival. If you receive a damaged backdrop, inform us immediately, prior to your event, with photos - this does not release you (or your crew) of responsibility - accidents happen and damages can be costly, so they will be fairly assessed upon return of the backdrop. Certain damages may render the backdrop a total loss in which the same conditions as Lost or Stolen below will apply. An invoice will be emailed with photos. Damaged backdrop may be returned to you upon request.

Returning Backdrops: Save all shipping materials. **Remove old shipping labels from the box.** The backdrop must be returned on the date as per the Confirmation Invoice. It is your responsibility to call the shipping courier the day before to schedule the pickup. Keep the pickup number they give you! Use the return shipping label that can be found on the box in a yellow pouch; alternatively it may have been emailed to you. If you do not have the return label, it is **your responsibility** to alert us immediately!

Late Fees: For late returns or if unable to track the return of our backdrops, expect late fees to be charged at a rate of \$100 per day per backdrop. Furthermore, if a backdrop is not received on time and causes loss of business \$950 (in addition to the late fee) will be charged for each occurrence.

Lost or Stolen: If a backdrop is lost or stolen while in your POSSESSION*, in addition to the rental fee, you will be charged the purchase fee ranging between \$960 - \$8,560 based on the detail and size (exact purchase price available upon request) as we will have to paint another backdrop urgently for our rental inventory. (*As long as we are unable to track the package it is considered in your possession).

Refunds or Cancellations: *Deferring an order for a later date may be accommodated based on certain circumstances and subject to both availability and a \$50 rebooking fee. During a PANDEMIC or any natural disaster, a credit will be issued for a future rental. Handling/Admin & Rebooking Fees are non-refundable.*

FOR RENTAL REFUNDS:

- Orders booked using promotional discounts will not qualify for any refund, and cancellations at any time will forfeit the full rental rate
- Orders cancelled 30 days or more prior to the scheduled shipment date* will forfeit their deposit unless if paid in full will forfeit the full rental rate
- Orders cancelled 30 days or less prior to the scheduled shipment date* are subject to the full rental rate
(*Scheduled Shipment Date - up to two weeks prior to your need-by-date)

FOR CUSTOM ORDERS:

- No credits or refunds will be issued on custom designs or repaint orders. Cancellations at any time will forfeit the full custom rental and/or purchase cost. Design work will not commence without the required deposit and signed contract. Any balance due must be paid upon completion of the digital image.

Important: Please note the following:

- Our backdrops have either metal grommets/D-rings, ties, or a combination of both. Most backdrops also have grommets/D-rings along the sides for your convenience. Please be advised that while we provide ties for grommets/D-rings, they may not be suitable for your hardware. Ties are not provided for the sides, so please be sure to have extra ties on hand (we recommend plastic ZIP ties, string or rope)
- Due to the flame resistant treatment, you may encounter a scent or odor
- Colors vary from screen to screen, and may NOT appear the same
- All backdrops are seamless up to 10' high

Marketing: To keep you updated with new promotions and exciting new backdrop designs, we may send you marketing material. Your information will never be shared with a third party. You will always have the right to opt-out at any time.

PAYMENT AUTHORIZATION

I hereby authorize **Backdrops Beautiful** to debit my credit card in either one OR two payments* as per the REQUEST / QUOTE # _____ for the rental and/or damages, late fees, loss and other fees relating to the rental

(*Check ONE box only. Refer to Backdrop Rental Payment Terms: in the section above) **one payment** of \$ _____ as per this Contract.
OR **two payments** (Remember: add to your total \$17.90 handling fee per backdrop, plus shipping EACH WAY. Click on shipping estimator above)

Backdrops Chosen: _____

Acceptable Methods of Payment: CHECK** ZELLE** VISA MASTERCARD DISCOVER AMEX P/O (SCHOOLS ONLY)

** EVEN WHEN PAYING BY CHECK or ZELLE, WE REQUIRE VALID CREDIT CARD DETAILS FOR GUARANTEE PURPOSES, DAMAGES, LATE & LOSS FEES IF INCURRED **

Credit Card # _____ Exp. Date: _____ / _____ 3 or 4 Digit Card Code: _____

Card Holder Name: _____ (Card Holder or Representative MUST sign below)

Billing Address: _____ Zip Code _____

SIGNATURE REQUIRED

By signing this document, I accept and understand all Terms, Conditions and charges as indicated in the sections above.

Company Name: _____

Signature: _____ Name: _____ Date: _____

(Must be 18 years or older to sign contract)

TO CONFIRM YOUR ORDER PLEASE EMAIL OR FAX THIS PAGE TO 619-209-7809

Any changes made to the original Terms of Rental, without consent, your signature will be considered legal and binding per the original sent