

TERMS AND CONDITIONS

If you require any more information or have any questions about our terms and conditions, please feel free to contact us by email at Terms and Conditions

ONLINE RESERVATION

We will look over your request to check on inventory availability and desired date and time. Orders submitted during regular business hours take up to 24 hours to verify availability. Orders submitted during the weekend may take up to 48 hours. Once verified, we will then send an invoice via email requesting deposit to guarantee your reservation (deposit is required within 24 hours of invoiced being sent out). Rental orders will not be scheduled/confirmed until a deposit for 50% is processed via PayPal/Venmo/Zelle. Once payment is received Orders over \$3,000 require 75% Deposit. If for any reason we do not have inventory available for the requested time and date we will let you know ASAP.

DELIVERY AND PICKUP

Reservation Length: All one day rentals include a **8** hour term period. Earliest deliveries start from 6am on the day of the event and can range to the customers desired delivery time. Pickups can range up to 60 mins after the desired pickup time. It is required to have at least a 60 min window before and after for delivery and pickup so drivers can make deliveries on time, otherwise, delivery and pickup times are **NOT GUARANTEED**. Latest pickup time is at 9pm. If the event goes late into the night it is recommended to choose the next day/overnight option (additional fee depending on quantity of product rented and distance), which we will than pickup the following morning between 6am – 12pm.

Delivery: Delivery service provides delivery of your item(s) up to 100 feet from address and/or parking lot curb. Delivery times should be arranged about 1-2 hours before the start of your event, however, if the event is on private/ personal property we may opt to deliver sooner or evening prior to event. The person who made the reservation or who made payment must be present during the time of delivery to sign for the rental. Customer is required to check the rented equipment for obvious damages and quantities as quoted.

Setup: It is the customer's responsibility to make sure there is a large enough space for setup. Customer is responsible for measuring their setup area to make sure it will fit. If, upon delivery time, PICNICS ANYWHERE discovers there is not enough space for setup or is a hazardous condition, then a cancellation fee may be applied up to the full amount of the rental.

Pickup: Pickup's will begin from your requested time, and not before, but can range up to 60 minutes after (since drivers have more than one order, they may be delayed). If you are finished before the pickup time, we ask that the items be prepared, free and clear for pickup. If the driver is running late or should anything happen you will be contacted immediately to be notified. Overnight pickups are done the next morning between 5am – 12pm, usually the majority of the pickups are before 12pm.

PAYMENT

Deposit: A deposit of 50% via PayPal/Zelle/Venmo

is required after accepting estimate. Orders over \$3000.00 require a 75% deposit

NOTE Customers placing orders within 24 hours of the delivery time MUST call PICNICS ANYWHERE at (800) 732-1164 to confirm rental since it is last minute. This confirmation call is required to have product prepared for rental and have driver assigned for delivery. Order may be cancelled if customer does not speak to anyone at PICNICS ANYWHERE within the last 24 hours. It is advised to rent over the phone at (800) 732-1164 for last minute orders.

Credit Card: Major credit cards are accepted (except AMEX). Customer must pay 24 hours prior to delivery or upon delivery.

Check: Personal Checks Not Accepted at this Time. Business Checks must arrive 3 business days prior to scheduled date of event and clear before confirmation.

Cash: Customer is required to have exact cash amount for the balance due. Drivers and set up team do not have any cash with them.

Collections: Any balance that is unpaid after 30 days of the event date will be sent to collections. We will make our best effort to contact you via phone and email to notify you of any unpaid balances. If after 30 days we still do not get a reply back or payment made for outstanding balances due, then we will have to send the invoice to collections for further processing.

Tax: The property is being leased (rented) in substantially the same form as acquired by the lessor (renter) and the lessor (renter) acquired the property in a transaction that was a retail sale with respect to which the retailer reported and paid sales tax or as to which the lessor (renter) has paid use tax measured by the purchase price of the property. Therefore, there is no tax charged to our rental products.

PARK RESERVATIONS

Note: Customer must be present at the park at least 60 minutes before the time of delivery.

Permits: If a permit is required by the venue it is the customers responsibility to obtain said permit. If at the time of the event it is determined that a needed permit was not obtained or that the permit was deemed invalid by governing party of said venue no refund will be issued.

THIRD-PARTY MEMBERS

All third-party members who are reserving from PICNICS ANYWHERE must first be approved by PICNICS ANYWHERE representatives. Please contact PICNICS ANYWHERE at (800) 732-1164 to receive the third-party member application and to submit it in due time. Third party members include anyone who places the reservation and who will not be present on the day of the event.

SITE PREPARATION

Customer must make sure setup site is ready, (i.e. vehicles/obstacles out of the way, animal feces removed, setup location cleared) before set up team is scheduled to arrive. If site is not prepared driver might be forced to leave and reschedule your delivery at a later time. Should this be the case a re-delivery fee could be applied. If delivery will be through the alley we ask that you block space ahead of time. If Alley delivery is not an option we ask that you reserve a two car length parking space in front of property to properly deliver equipment.

DAMAGES

Our rental rate assumes a limited amount of wear which may occur with a rental use. However, please note additional fees may incur if: deep scratches, bent metal parts, excessive dirt or stains, missing parts or any abnormal damage or excessive use is noted upon return.

<u>LIABILITY</u>

You recognize and acknowledge that outdoor activities are inherently dangerous and unpredictable. We are not responsible for any accidents that may arise from your activity or use of our outdoor furniture, and you hereby agree to indemnify us from any claims, charges or costs arising from your use of our outdoor furniture or any related activities. While we will provide you outdoor furniture as described in our rental descriptions, we do not expressly or otherwise guarantee or warrant the outdoor furniture for any specific performance or purpose other than as it is described. If any item of outdoor furniture malfunctions or otherwise fails to perform its described functions.

CANCELLATION POLICY (Not Weather Related)

To obtain a full refund, cancellations must be made at least 7 days prior to your event. After that time frame, your deposit is non-refundable and can be used as a credit towards a future event within the next 12 months.

Note: Your order is not considered cancelled until you receive a confirmation email from Picnics Anywhere.

RAIN POLICY

In case of rain or severe weather conditions (high winds exceeding) during your rental date, customer is allowed to cancel the day before delivery without any cancellation fee.

Customer MUST CALL and cancel before 8am on the day of the event. If customer cancels the order, it will be canceled for the rest of the rental period with no guarantee that Picnics Anywhere can deliver if weather conditions improve.

PLEASE KEEP IN MIND:

It is the customer's responsibility to call Picnics Anywhere to cancel their order or go through with it during these rain/inclement weather days before 8am. Order may not be cancelled once the driver has arrived at delivery location.

<u>Consent</u>

By using our website, you hereby consent to our conditions and agree to its terms.

<u>Update</u>

These Conditions and Terms were last updated on: Tuesday, June 7th, 2022.

Should we update, amend or make any changes to this document, those changes will be prominently posted here.