

# Terms & Conditions

## Booking Your Event

Your event date is secured upon receipt of the first 50% of the invoiced amount for your party. This payment must be received no later than 14 days prior to the event and Rugged Luxe LLC makes no commitments to the availability of the event until payment is received. Acceptance of an estimate does not constitute a commitment to the date. The individual booking the event must be 21 years of age or older and able to produce identification to prove as such, upon request. You or another adult must be present during the setup so that proper placement of your event is done correctly. Rugged Luxe LLC will be in contact with you on the day of the event and on the day of tear down to notify you if there are any delays from traffic or weather that are being experienced.

## Payment Details

You will receive your invoice electronically to the email address given to us during the consultation. Electronic payments are accepted (Credit/Debit Card or ACH Bank Transfer) and details on submitting payment will be on the invoice. Cash is also accepted but must be arranged prior with Rugged Luxe LLC. Checks of any form are not accepted at this time.

The schedule of payments is broken down into the following:

- 14 Calendar Days prior to the event: 50% invoiced amount due
  - Refer to above "Booking Your Event" section as your date is not secured until this payment is received
- 7 Calendar Days prior to the event: Remaining 50% invoiced amount due
  - Your event will not be setup until the remaining balance is received and is subject to cancellation with no refund if payment is not received.
- 2 Business Days after the event: Security Deposit refund issued (if applicable)
  - This is an issue date and does not guarantee processing times for you to receive your refund. Please refer to your financial institution for details on processing times.

## Cancellation & Refunds

Please understand that we turn away other potential customers when we reserve your booking. Our cancellation and refund schedule is as follows:

- Up to 14 Calendar Days Prior to Event: Full Refund minus \$100 cancellation fee
- 14 – 7 Calendar Days Prior to Event: Cancellation allowed but no refund of initial 50% of invoice will be made.
- 7 Calendar Days Prior to Event: No cancellations and no refunds. The customer is responsible for 100% of the invoiced amount and is subject to a 5% late fee of the remaining balance due every 5 business days that payment has not been made in full.

## Rescheduling

In the event of a major life event that will necessitate a rescheduling of your event, you may request a new date. The rescheduled date must be within 2 months of the original booking date and Rugged Luxe LLC makes no guarantees that a date is available prior to speaking with the client. Major life events eligible for rescheduling are at the discretion of Rugged Luxe LLC and made on a case-by-case basis. Rugged Luxe LLC reserves the right to refuse rescheduling, in which the event will continued as planned or follow our

“Cancellation & Refunds” policy listed above. Refer to the “Weather” section below for details around the availability of rescheduling due to severe weather.

## Weather

Rugged Luxe LLC begins watching the weather 7 calendar days prior to the event. A decision is made 24-48 hours prior to the event if the weather is severe enough to cancel the event. In the instance that severe weather is to be present, arrangements will need to be made to move the location of the party or reschedule to a new date (within 2 months of the original event date). Rugged Luxe LLC has the discretion to make this decision and will inform the client of their options. It is highly recommended that you have a backup location and/or date in mind if there is to be severe weather.

On the day of the event, Rugged Luxe LLC reserves the right to delay setup out of the safety of its staff and equipment due to severe weather. We will work with the client on the new time schedule accordingly. If the time schedule cannot be met due to the weather continuing, Rugged Luxe LLC reserves the right to reschedule the event (within 2 months of the original event date). If a new date is not able to be agreed upon, the event is considered cancelled, and the standard “Cancellation & Refunds” policy listed above is used.

Once the equipment is setup, no cancellations, rescheduling or refunds are given due to the weather. It is the responsibility of the client to ensure that all Rugged Luxe LLC equipment is reasonably protected from the elements and the client is responsible for any damages resulting from the weather.

If severe weather is present making it unavailable for Rugged Luxe LLC to safely break down the setup at the agreed upon timeframe for tear down, they reserve the right to alter the time of break down and will work with the client on the new timeframe accordingly.

## Use of Equipment

All equipment supplied is the property of the Rugged Luxe LLC. All events have a \$100 refundable security deposit applied to them to cover costs due to, but not limited to, damages, loss, theft or extensive cleaning. A breakdown of the costs that apply to the security deposit will be provided to the client and any remaining funds of the security deposit will be returned to the client upon the payment schedule listed in the “Payment Details” section above.

If the security deposit does not cover the full amount to remediate the equipment issue(s), the client will be notified of the overage and billed to the client in a separate invoice. The client is responsible for paying this overage within 7 calendar days unless agreed upon in writing otherwise by Rugged Luxe LLC. A 5% late fee for the outstanding balance is applied every 5 business days that full payment has not been received.

Damages includes but is not limited to:

- Improper use of equipment
- Loss or theft
- Staining or spills
- Excessive wear and tear
- Intentional/unintentional defacing of equipment

The equipment must not be left unattended for the duration of the event booking nor relocated/moved from the place of setup by Rugged Luxe LLC. It is up to the client to ensure proper supervision (especially for minors) is in place for anyone involved in the use of the equipment and accepts all liability due to injury to anyone by the equipment.

## Proper Equipment Care

For use of the tent, the following rules/precautions must be in place:

- No hanging, swinging on or moving the central pole
- Keep the tent closed when not in use
- Do not lean anything against the walls of the tent (inside or out)
- Do not add any additional adhesives or other hanging materials without permission from Rugged Luxe LLC as it could damage the tent and cause fees
- Please keep shoes off when in the tent to avoid damages and stains

## Smoking / Fire Policy

Rugged Luxe LLC has a strict no smoking policy in or around the equipment. If it is determined by Rugged Luxe LLC that smoking has taken place that violates this, the customer will forfeit their \$100 security deposit along with any additional charges to be billed for the replacement or extensive cleaning needs of the equipment that is not covered by the \$100. The category of smoking includes, but is not limited to, cigarettes (including e-cigarettes), cigars, and vaping regardless of the legality of the substance or vessel used to smoke with.

Campfires, grills and other fire related items are allowed to be enjoyed but must remain at a distance of at least 10 feet away from any equipment to avoid smoke damages. All local laws apply to whether these items are allowed to be used at the location of the event and is the responsibility of the client to ensure that those rules are upheld. When using one of our tents, no open flames are allowed inside the tent.

## Pet Policy

Rugged Luxe LLC has a strict no pet policy in place as well. This means that all animals must be away from the equipment. If Rugged Luxe LLC determines that this policy was not upheld, the customer will forfeit their \$100 security deposit along with any additional charges to be billed for the replacement or extensive cleaning needs of the equipment that is not covered by the \$100.

## Event Location

The client is responsible for researching and choosing the event venue. This also means ensuring that if there are any permits/fees to access or use the venue, that they are paid accordingly by the client. Rugged Luxe LLC is not responsible for any access or permit fees. All rules of the event location must be followed, and Rugged Luxe LLC is not responsible if these rules are not followed by yourself or your party.

The chosen location should be within 30 miles of the 29212 zip code. If the location of the event is outside of this radius, additional fees will apply and be discussed with the client during the consultation as well as be presented on the estimate and invoice.

Access to the event space must be within a reasonable distance from the load/unload point. The event space needs to be on a flat surface, clear of any debris (includes pet waste) and unobstructed. During the consultation, based upon the event planned, you will be provided with estimated sizes needed for the area to setup your event. If there are questions around if your chosen location can be accommodated, please discuss this during the consultation.

If access is refused to Rugged Luxe LLC by anyone or we are unable to reach the space, Rugged Luxe LLC reserves the right to reschedule or cancel the event.

## Image Release & Advertising

Rugged Luxe LLC reserves the right to take photographs of the event. These photographs can be used for advertising or other promotional purposes.

The terms of this agreement shall be binding upon both parties. By purchasing, you agree to our full terms of service.