

Terms and Conditions

Agreement between User and kimballevnts.com

Welcome to kimballevnts.com. The kimballevnts.com website (the "Site") is comprised of various web pages operated by Kimball Events at home ("Kimball Events"). kimballevnts.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of kimballevnts.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

kimballevnts.com is an E-Commerce Site.

Kimball Event at home curates rental and sales items for table top design.

Rental and Sale of Products

GENERAL CONDITIONS

The Services include the rental and sale of event supplies, decor, and related services ("Products"). This agreement sets out the terms and conditions that apply to your rental or purchase of any Product.

Delivery

Subject to availability, your Products may be ordered up to five (5) days ahead of your requested delivery date. Orders within five (5) days of your desired delivery date are subject to the approval of Kimball Events at home and cannot be guaranteed. All deliveries will be through a Kimball Events at home delivery/vendor partner, which may vary at the discretion of Kimball Events at home.

Collections

If you do not pay the amounts you owe to Kimball Events at home when due, then Kimball Events at home may institute collection procedures. You agree to pay Kimball Events at home costs of collection, including without limitation reasonable attorney's fees.

RENTALS

The following additional conditions apply to the rental of any Product.

Rental Fee

The rental fee (“Rental fee”) for the Product will be the total of the rental fee, insurance charges, damage waiver fee, taxes and delivery charges listed on the Site for your rental of the Product. When you place an order for a Product, you hereby authorize Kimball Events at home to charge your payment card for the Rental Fee. Kimball Events at home will charge your payment card immediately upon order, regardless of how far in advance that Product is reserved. In addition, you hereby authorize Kimball Events at home to charge your payment card for an amount equal to, but not in excess of 200% of the original retail value of the product in the event of non-returned or damage beyond repair.

Rental Fees include all federal, state, and local taxes, fees, customs, duties, and other governmental assessments, all of which shall be paid directly by Kimball Events at home, and shall be paid by you to Kimball Events at home in connection with your order.

Cancellation Policy

You may cancel your rental order subject to the following cancellation fees and policies:

- i. Any order cancellations made fourteen (14) or more days in advance of the delivery date will result in a full refund in the form of your original payment.
- ii. If you cancel fourteen (14) or fewer days before your delivery date, we are unable to offer a refund

Receipt of the Products

Upon delivery, you bear responsibility for the Products. Kimball Events at home does not bear liability for Products left unattended in an unsecure delivery location. You agree to provide a safe delivery address upon confirmation of your order. In the event that an unsecure delivery address is provided, Kimball Events at home does not maintain liability for items lost or stolen. You acknowledge that “unsecure delivery address” refers to (but it not limited to) locations where Kimball Events at home Products can be left unattended for extended periods of time. In addition, Kimball Events at home does not

maintain liability for delays or loss associated with failure to provide a secure delivery address.

Upon delivery, use the PEAK Event Services Packing List to confirm receipt of each item included in your order. In the event of any damaged or missing items, notify Customer Experience by contacting PEAK Event Services immediately at 1-833-888-PEAK (7325).

Use of the Products

By renting Products from Kimball Events at home you agree that it is for a legitimate purpose and not to engage in unfair and/or illegal business activities or competition. You agree to treat the Products with great care, You are responsible for loss, destruction, or damage to the Products for any reason other than normal wear and tear. Normal wear and tear includes but is not limited to minor stains, scratches, or other minor damage as determined by Kimball Events at home in coordination with PEAK Event Services. You acknowledge that what constitutes as minor damage is at the sole discretion of Kimball Events at home. If you return a Product damaged beyond normal wear and tear, then you agree to be charged for the price of repairing or replacing the Product, up to 200% of the Retail Value of the Product.

Return of the Products; Extensions

You agree to prepare and pack the Products for return in the same containers by the return date specified on the agreement. You must return the Product by making Product available for pick-up by Kimball Events at home delivery/rental partner PEAK Event Services at the agreed upon location by the agreed upon time. You are solely responsible for the Product until it has been picked up by Kimball Events at home partner PEAK Event Services. We do not recommend leaving the Product unattended at a pick-up location, but instead coordinating a time you can be available to oversee pick-up. Should you require a date change, please contact PEAK Event Services 24 hours in advance of scheduled pick-up. 1-833-888-PEAK (7325) for assistance. Missed pick-ups will result in additional delivery fees. We are not responsible for any personal or other items left in the Products or which are returned to Kimball Events at home/PEAK. Our staff may assist in attempting to locate such items at a customer's request but are not obligated to and assume no liability for doing so.

Late Fees

For orders returned after the scheduled pickup date, a late fee of \$50.00 per day will be charged to the payment card for up to 10 days after the confirmed party date,. Orders not returned after 10 days are subject to a replacement fee of 200% of the retail value of the Product, less the cost of fees incurred. If your order has not been received more than 10 days after the return date for the Product, your late return will be considered a non-return and Kimball Events at home will charge your payment card the maximum late fee set forth in this agreement, less any late fees that you have already paid, plus applicable sales tax.

Electronic Communications

Visiting kimballevnts.com or sending emails to Kimball Events constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Kimball Events does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use kimballevnts.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your order up to fourteen (14) days in advance of delivery date. After 14 days all sales and orders are final and non-refundable.

Links to Third Party Sites/Third Party Services

kimballevnts.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Kimball Events and Kimball Events is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Kimball Events is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Kimball Events of the site or any association with its operators.

Certain services made available via kimballevnts.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the kimballevnts.com domain, you hereby acknowledge and consent that Kimball Events may share such information and data with any third party with whom Kimball Events has a contractual relationship to provide the requested product, service or functionality on behalf of kimballevnts.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use kimballevnts.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Kimball Events that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Kimball Events or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Kimball Events content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Kimball Events and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant

you any licenses, express or implied, to the intellectual property of Kimball Events or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your Kimball Events account to third party accounts. By connecting your Kimball Events account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Kimball Events from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Kimball Events Content accessed through kimballevnts.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Kimball Events, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Kimball Events reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Kimball Events in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar

arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Kimball Events agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. KIMBALL EVENTS AT HOME AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

KIMBALL EVENTS AT HOME AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE,

PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. KIMBALL EVENTS AT HOME AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KIMBALL EVENTS AT HOME AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF KIMBALL EVENTS AT HOME OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Kimball Events reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts and you hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Kimball Events as a result of this agreement or use of the Site. Kimball Events's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Kimball Events's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Kimball Events with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Kimball Events with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Kimball Events with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Kimball Events reserves the right, in its sole discretion, to change the Terms under which kimballevnts.com is offered. The most current version of the Terms will supersede all previous versions. Kimball Events encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Kimball Events welcomes your questions or comments regarding the Terms:

Kimball Events at home
11 Oak Street
Wellesley, Massachusetts 02482

Email Address:

amy@kimballevts.com

Telephone number:

6178512166

Effective as of October 19, 2020