

## TERMS & AGREEMENTS OF USE

- A. {NAME}, known as “First Party,” fully understands and agrees to these terms and agreements of use with **Andie Ray Company** known as “Second Party,” on {DATE}.
- B. The terms and agreements of use can be changed by Andie Ray Company at any time. It is the responsibility of the “First Party” to be aware of these updates. Any content provided via website, social media, etc. can be changed by Andie Ray Company at any time. It is the responsibility of the “Second Party” to alert any contracted renters of changes before the event and responsibility of the “First Party” to be aware of these updates.
- C. By visiting our site and/ or renting or purchasing something from us, you engage in our “Service” and agree to be bound by the following policies (“Policy”, “Policies”), including those additional policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.
- D. Andie Ray Company may contact the “First Party” via social media, email, billing/ mailing address, and/ or phone. The “First Party” agrees to provide accurate information and update information as needed.
- E. Andie Ray Company does not assume any liability for any activity, third-party and additional, that is conducted with the “First Party.” It is up to the “First Party” to understand and follow any third party terms and/ or policies. The “First Party” agrees that the use or engagement with any third party materials, equipment, links or sources related to Andie Ray Company is done solely at the discretion and risk of the “First Party.”
- F. Andie Ray Company is not held liable for any property or personal damage that is caused by our materials, equipment, the “First Party” or anyone affiliated to the “First Party” (Event attendees, Family, Friends, Other Vendors, Etc).
- G. Andie Ray Company is not held liable for any physical or emotional injury that any “First Party” or anyone affiliated with the “First Party” (Event attendees, Family, Friends, Other Vendors, Etc) experience.
- i) This includes but is not limited to: injury inflicted by the backdrop itself, injury inflicted by the neon sign, injury inflicted by the backdrop structure (wood pieces, screws, weights, nuts, bolts, metal pieces, etc.), injury inflicted by electrocution, injury inflicted by latex balloons, injury inflicted by any balloon materials, injury inflicted by helium, injury inflicted by any piece of the backdrop or decorations.
- H. The “First Party” willingly understands and agrees that it is using Andie Ray Company’s services at his or her own risk. It is not Andie Ray Company’s responsibility to decide what the “First Party” deems as safe use of any product or

service provided. The “First Party” assumes all responsibility and risk when using a product or service provided.

- I. Andie Ray Company has the right to refuse service to anyone at any time. Refusal of service can be decided on a case-by-case basis. Andie Ray Company also has the right to discontinue a product or service and/or change the price of a product or service without notice at any time.
- J. Andie Ray Company has made every effort to display as accurately as possible the colors and images of our products as they appear in person. We cannot guarantee that the colors appearing on your screen are an accurate representation.
- K. Andie Ray Company does not guarantee that the “First Party” will be satisfied with the quality of service, services, products, or anything else obtained from Andie Ray Company. The “First Party” agrees and understands errors in the service, product, prices or fees, delivery time, rental time, results, etc. can occur. Andie Ray Company does not guarantee that any dissatisfaction will be corrected or fixed.
- L. The “First Party” agrees not to duplicate, reproduce, distribute, or sell/resell materials, products, or services provided by Andie Ray Company. The “First Party” is not permitted to claim any intellectual or tangible property of Andie Ray Company as their own. The “First Party” must tag Andie Ray Company in any social media posts that include Andie Ray Company products.
- M. The “First Party” may not use information, service, or product provided by Andie Ray Company or any third party in any way that is: a) unlawful; b) solicitous; c) in violation of any federal or state statutes, rules and regulations, or codes; d) infringes upon intellectual property rights of Andie Ray Company or others; e) intended to abuse, harass, harm, defame, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; f) false or misleading; g) to perform any act that will harm or disrupt any of the services, products, or information provided by Andie Ray Company or any third party.
- N. The “First Party” is aware that any comment, suggestion, idea, anecdote, etc. of any type provided to the Andie Ray Company can be used without restriction at any time. This information will not be considered confidential and can be shared or distributed. Andie Ray Company will not be accountable for any outcomes from these comments or content provided to us. The “First Party” agrees that any comments or content provided will not be defamatory, obscene, threatening, or otherwise unlawful towards Andie Ray Company or any third party.
- O. Andie Ray Company can delete, alter, or request removal of any picture, comment or content provided by the “First Party” that breaches any policy in this contract or that is deemed unfit by Andie Ray Company.

- P. The “First Party” agrees to indemnify, defend, and hold harmless Andie Ray Company and any of its affiliates from any claim or demand made by third parties that are consequences of the “First Party’s” breach of this contract and its terms.
- Q. The terms of this agreement are effective until the “First Party” or “Second Party” terminates the contract. The “Second Party” is allowed to terminate the contract if it assumes or believes the “First Party” has failed to comply with the terms within the contract. The “First Party” will be held accountable for all amounts due up until the date of termination.
- R. Andie Ray Company conducts any business in accordance with the laws of Tennessee and the United States of America.
- S. Andie Ray Company and any of its affiliates will not be held liable by any party for any compensatory, special, general, or punitive damages. If Andie Ray Company is held liable in a court of law for any reason, Andie Ray Company will only provide combined damages up to \$500 total to the “First Party”.

The “First Party” is aware of and agrees to the Privacy Policy stated [here](#).