



CARDAMOM

BESPOKE EVENTS IBIZA

EQUIPMENT HIRE AGREEMENT 2023

This Equipment Hire Agreement (the "Agreement") is made between Mr. **Craig Joseph Colligan**, British nationality, of legal age, holder of NIF X4524313Y, resident in Ibiza, with address in Camino Siesta, Poligono 17, Casa 37, 07840, Santa Eulalia del Rio, Ibiza, in Spain, acting in the name and representation of the trading company **CARDAMOM EVENTS & CATERING**, holder of CIF E57310179 ("Lessor") and with "Lessee". (Together the Lessor and Lessee are collectively referred to as the "Parties").

1. EQUIPMENT: Rental Items shown in worksheet or final quote

2. LEASE TERM: The lease will be of duration of 24 hours, from the date and time of rental as specified in the quote. The responsibility for the Lessee begins the moment the rental items are delivered or when they are picked up from Cardamom warehouse until the items have been collected from the event venue or dropped off at the warehouse. For any cancellation or change in the order, the lessee must notify Cardamom in writing via email and will be effective from the day we receive this notification.

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor 25% of the total rental upon booking, to confirm the reservation which is non-refundable. The final 75% will be due for payment to be received no later than 7 working days before the rental date. Once received this payment is non-refundable. The payment can be made via bank transfer or in cash in Cardamom office and when you pay the first amount, the Lessee confirms they have read and accepted Cardamom terms and conditions. If the country is in a "state of alarm" and the guests cannot travel, we agree to find an alternative date free of charge.

4. LATE CHARGES: If the rented items are not available on the pick-up date & time agreed, the Lessee agrees to pay an extra day of rental of the items rented, for every day additional to the agreed rental term.

5. SECURITY DEPOSIT: Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of a specified amount as security or damage deposit for the specified rental equipment during the Lease Term. We will need international bank details (IBAN CODE for this and will make final payment within 7 days after the event. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any additional balance. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any security deposit, as permitted by law.

6. DELIVERY & COLLECTION: A delivery & collection charge will be applied to cover the cost of staff, transport, fuel, cleaning & any other logistics required to deliver & collect hire equipment, as specified in the quote. Any transport services after midnight and before 08:00, will be charged a higher rate. Alternatively items can be collected from the Cardamom warehouse between 10:00-17:00 Monday-Friday at a mutually agreed time set in writing between the Lessor & Lessee. The Lessee must be present when items are delivered & collected to agree & sign the inventory & damages check form. When the items are to be collected from the event venue, they must be in organized in the same way as they were left, in their appropriate transport boxes. Cardamom is not responsible for any delays outside of our control such as a force majeure. Some items will need to be handled in their entirety by Cardamom staff as specified in the quote. The transport service does not include the service of installation in the event and if required, the Lessee will need to notify Cardamom who will quote accordingly for this "Set Up service" if required.

7. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do

business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar

federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment.

8. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by handing over the Equipment to Lessor or Lessor's agent in good condition and working order as it was at the commencement of the Agreement, or minus any security deposit as in section 5 of this agreement.

9. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent must inspect the Equipment and acknowledge that the Equipment is in good and acceptable condition by completing an inventory & damages check form at the start & end of the lease.

10. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

11. CANCELLATION POLICY: If the Lessee wishes to cancel for whatever reason, they will need to notify Cardamom in writing and this will be effective on the date Cardamom receive said notification. The number of days before the event (excluding the date of the event but including the date of receipt of notice of cancellation), when written notice is received, Cardamom stipulates the amount of Cancellation Fee needed to be paid by the client (expressed as a percentage of the final amount).

- **0-6 days before event – 100% of quoted services**
- **More than 7 days before event – 25% of quoted services**

12. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Spain.

14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

IN WITNESS, the parties have caused this Agreement to be executed on the dates specified in the rental quote and by paying the initial deposit, the lessee agrees to the conditions set out in this agreement. Alternatively you can sign and send the whole agreement.

Lessor

Lessee

CARDAMOM CATERING IBIZA CB.

Town: Santa Eulalia del Rio

Name:

Date:

Signature: Craig Colligan

Signature:



