



## Cleaver B LLC

27 Candice Dr, Port Deposit, MD 21904  
Ph. 443-947-0099  
Email: [cb@cleaverb.com](mailto:cb@cleaverb.com) | [www.cleaverb.com](http://www.cleaverb.com)

Invoice #:  
Estimate #:

# STAGE & AUDIO EQUIPMENT RENTAL AGREEMENT

*(With Integrated Payment Authorization)*

This Equipment Rental Agreement (hereinafter “**Lease**”) is made by and between **Cleaver B LLC**, a Maryland limited liability company with its principal place of business at 27 Candice Dr, Port Deposit, MD 21904 (“**Lessor**”), and the person, organization, company, or entity identified as the customer, client, or bill-to party on the associated invoice, estimate, or order confirmation issued by Lessor (“**Lessee**”). Collectively, the (“**Parties**”) hereby agree to be bound by the terms contained herein. The Lessee is identified by the name, entity, or contact information appearing on the invoice, estimate, purchase order, or order confirmation generated by Lessor. Where the Lessee has not executed this Lease by signature, the Lessee shall nonetheless be bound by this Lease in accordance with paragraph 34 (Constructive Acceptance and Binding Effect). This Lease is enforceable in and governed by the laws applicable across the Lessor’s service area, which includes the states of Maryland, New Jersey, Delaware, Pennsylvania, and the District of Columbia.

In consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

**1. Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the event equipment identified by item description, quantity, and specifications on the associated invoice, estimate, or order confirmation issued by Lessor (collectively, the “Equipment”). The invoice shall serve as the definitive Equipment list for this Lease; no separate equipment exhibit is required. In the event of any discrepancy between this Lease and the invoice regarding the Equipment description or quantity, the invoice shall control. Lessor reserves the right to refuse or decline leasing Equipment to the Lessee at Lessor’s sole discretion. Lessee consents to Lessor’s gathering information from third parties regarding potential Lessee’s past rental history and creditworthiness, in compliance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) and applicable state consumer protection statutes.

**2. Term.** The term of this Lease shall commence on the day of signing for the item, and expire on the last day of the rental period as shown on the checkout page (“Rental Period”), not to exceed thirty (30) days. The Equipment must be returned to Lessor before cut-off time (5:00 P.M. EST/EDT as applicable) on the last day of the Rental Period. Should Lessee not return the Equipment on or before the expiration of the Rental Period, Lessee agrees to pay additional Rent for the extra time the Equipment was in transit or late. Said additional Rent shall be in excess of the pro-rata rental rate contained herein and shall be at the sole discretion of Lessor. Lessee grants Lessor permission to contact Lessee via email, telephone, or text message regarding the information on or status of the Equipment and payment matters, in compliance with the Telephone Consumer Protection Act (47 U.S.C. §227) and applicable state telemarketing and electronic communications laws.

**3. Renewal.** Upon mutual written consent of the Parties, Lessee may renew this Lease for additional Rental Periods, not to exceed thirty (30) calendar days. Said renewal shall be invoiced separately from the original agreement. All terms of this Lease apply with the same force during the renewal period unless otherwise altered in writing and with the consent of the Parties.



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**4. Rent, Deposit, and Payment Authorization.** All rent will be paid in advance, in full before the Equipment is picked up, set up, or delivered by Lessee. Lessor shall not be responsible for any loss or other collateral damages due to the refusal to lease Equipment to Lessee. Fifty percent (50%) of the total rent amount shall be treated as a non-refundable deposit for reserving the Equipment. While Lessee may cancel certain portions of their order and receive credit therefore pursuant to paragraph 12, no portion of the aforementioned deposit will be refunded to Lessee under any circumstances.

- (a) Accepted Payment Methods. Lessor accepts payment via the following methods: (i) Automated Clearing House (ACH) bank transfer; (ii) Zelle® peer-to-peer transfer; (iii) PayPal®; (iv) Cash App®; (v) Apple Pay®; (vi) Square® (credit/debit card processing); (vii) credit or debit card (Visa, Mastercard, American Express, Discover); (viii) certified check, cashier's check, or money order; and (ix) cash (for in-person transactions only, with written receipt issued). Lessor reserves the right to modify accepted payment methods at any time with reasonable notice to Lessee.
- (b) ACH Payment Authorization. By selecting ACH as a payment method, Lessee authorizes Cleaver B LLC to initiate one-time or recurring electronic debit entries from Lessee's designated bank account in the amount(s) specified on the invoice or estimate. Lessee agrees to the following ACH-specific terms:
- i. Lessee authorizes Lessor to initiate ACH debit entries to the financial institution and account designated by Lessee for the payment of all amounts due under this Lease, including rental fees, deposits, damage charges, late fees, and any other sums owed.
  - ii. This authorization shall remain in effect until Lessor has received written notification from Lessee of its termination in such time and in such manner as to afford Lessor and Lessee's financial institution a reasonable opportunity to act on it (minimum three (3) business days prior to the next scheduled debit).
  - iii. Lessee acknowledges that ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA), the Electronic Fund Transfer Act (EFTA, 15 U.S.C. §1693 et seq.), and Federal Reserve Regulation E (12 C.F.R. Part 1005). Lessee has the right to dispute unauthorized transactions within sixty (60) days of the statement date on which the error appeared.
  - iv. Lessee shall ensure sufficient funds are available in the designated account on the date of each scheduled debit. In the event of a returned or failed ACH transaction, Lessee shall be responsible for a returned item fee of \$35.00 per occurrence, plus any fees charged by Lessee's financial institution, in addition to the original amount due.
  - v. Lessor shall provide Lessee with advance notice of any change to the debit amount or schedule at least ten (10) calendar days before the effective date of such change.
- (c) Peer-to-Peer and Digital Wallet Payment Authorization. By selecting Zelle®, PayPal®, Cash App®, Apple Pay®, or Square® as a payment method, Lessee agrees to the following:



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- i. Peer-to-peer and digital wallet payments are considered final upon transmission confirmation from the applicable platform. Lessee acknowledges that Lessor has no control over processing times, holds, or reversals imposed by the payment platform.
  - ii. Lessee is solely responsible for ensuring accurate delivery of payment to the correct Lessor account, handle, or identifier as provided on the invoice. Misdirected payments are the sole responsibility of Lessee.
  - iii. Lessee shall retain all electronic transaction confirmations, receipts, and/or screenshots as proof of payment. Lessor will provide written confirmation of receipt upon request.
  - iv. Payments made via Zelle® are processed through the Zelle Network and are subject to the terms of Lessee's participating financial institution. Lessee acknowledges that Zelle® payments cannot be reversed once sent to an enrolled recipient.
  - v. For PayPal® payments, Lessee shall send payment using the "Goods and Services" option unless otherwise directed in writing by Lessor. Lessee is responsible for any transaction fees charged by PayPal® unless Lessor agrees in writing to absorb such fees.
  - vi. For Cash App® and Apple Pay® payments, Lessee acknowledges that these platforms may not offer buyer protection and that such payments, once confirmed, are considered final and non-reversible absent fraud.
- (d) Check and Money Order Payment Terms. Lessor accepts payment by certified check, cashier's check, business check, personal check, and money order. Lessee agrees to the following check-specific terms:
- i. All checks shall be made payable to "Cleaver B LLC" and shall include the invoice number or contract number in the memo line.
  - ii. Personal and business checks are subject to a hold period of up to ten (10) business days to allow for bank clearance before Equipment will be released, delivered, or set up. Certified checks, cashier's checks, and money orders are not subject to a hold period.
  - iii. In the event a check is returned for insufficient funds, closed account, stop payment, or any other reason, Lessee shall be responsible for a returned check fee of the maximum amount permitted by applicable law per occurrence, plus any fees charged by Lessor's financial institution, in addition to the original amount due. Maximum returned check fees by jurisdiction: Maryland (\$35.00 per Md. Code, Com. Law §15-803); New Jersey (\$30.00 per N.J.S.A. 2A:32A-1); Delaware (no statutory cap); Pennsylvania (\$50.00 per 18 Pa.C.S. §4105); District of Columbia (\$25.00 per D.C. Code §28-3814).
  - iv. Refunds for payments originally made by check shall be issued by company check from Cleaver B LLC. Lessee acknowledges that check refunds require one (1) to ten (10) business days for internal processing, plus additional time for United States Postal Service delivery to Lessee's mailing address on file. Lessor shall mail refund checks via USPS First-Class Mail within the processing period. Total refund delivery time may range from five (5) to twenty (20) business days depending on internal processing and mail transit time. Lessor is not responsible for delays caused by the



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United States Postal Service, incorrect or incomplete address information provided by Lessee, or Lessee's failure to deposit or cash the refund check within a reasonable time. Refund checks not cashed within ninety (90) days of issuance shall be void, and Lessee must request a replacement check in writing.

- v. Lessor reserves the right to decline personal or business check payments for orders exceeding \$5,000.00 or from Lessees with a prior history of returned checks. In such cases, Lessor may require payment by certified check, cashier's check, money order, ACH, or another accepted electronic method.
  - vi. Lessee acknowledges that issuing a stop payment order on a check after receiving Equipment or services constitutes a breach of this Lease and may subject Lessee to all remedies available under paragraph 22, including civil liability for the face value of the check plus fees as permitted under applicable state bad check statutes.
- (e) Credit and Debit Card Authorization. By providing credit or debit card information, Lessee authorizes Cleaver B LLC to charge the card on file for all amounts due under this Lease, including but not limited to rental fees, deposits, damage charges, cleaning fees, loss-of-use fees, late fees, and any other charges permitted under this Lease. This authorization shall survive the Rental Period until all obligations under this Lease have been satisfied. Lessee acknowledges that credit card transactions are subject to the rules of the applicable card network (Visa, Mastercard, American Express, Discover) and the Fair Credit Billing Act (15 U.S.C. §1666 et seq.). Lessor processes all card payments in compliance with the Payment Card Industry Data Security Standard (PCI-DSS).
- (f) Payment Dispute Resolution. In the event Lessee initiates a chargeback, reversal, or payment dispute through any payment method or platform, Lessee agrees to the following:
- i. Lessee shall first attempt to resolve the dispute directly with Lessor by providing written notice of the dispute via email to [cb@cleaverb.com](mailto:cb@cleaverb.com) within fifteen (15) calendar days of the transaction date.
  - ii. Lessor will respond to any dispute notice within ten (10) business days with documentation supporting the charge, including but not limited to: signed copies of this Lease, proof of delivery/setup, photographs of Equipment condition, communication records, and transaction receipts.
  - iii. If a chargeback, reversal, or payment dispute is resolved in Lessor's favor, Lessee shall be responsible for all costs incurred by Lessor in connection with the dispute, including chargeback fees, administrative costs, and reasonable attorney's fees, in an amount not to exceed \$500.00 per dispute or the maximum permitted by applicable law, whichever is less.
  - iv. Lessee acknowledges that initiating a frivolous or bad-faith payment dispute may constitute a breach of this Lease and may subject Lessee to all remedies available under paragraph 22.
  - v. Nothing in this section shall limit Lessee's rights under the Electronic Fund Transfer Act, the Fair Credit Billing Act, NACHA rules, or applicable state consumer protection statutes, including the Maryland Consumer Protection Act (Md. Code, Com. Law §13-101 et seq.), the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.), the Delaware Consumer Fraud Act (6 Del. C. §2511 et seq.), the Pennsylvania Unfair



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Trade Practices and Consumer Protection Law (73 P.S. §201-1 et seq.), and the District of Columbia Consumer Protection Procedures Act (D.C. Code §28-3901 et seq.).

- (g) QuickBooks Online Invoicing. Lessee acknowledges that Lessor uses QuickBooks Online (“QBO”) for invoicing and payment processing. Invoices generated through QBO constitute valid demand for payment under this Lease. Lessee agrees that clicking “Pay Now” or otherwise making payment through a QBO-generated invoice link constitutes acceptance of the payment terms stated on the invoice and authorization of the selected payment method. QBO payment processing is subject to the terms of service of Intuit, Inc. and applicable payment processors.
- (h) Late Payment. If any payment is not received by Lessor within ten (10) calendar days of the due date, Lessee shall pay a late fee of the greater of \$25.00 or 1.5% of the outstanding balance per month (not to exceed the maximum rate permitted by applicable law), plus interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, on the outstanding balance from the due date until paid in full. The maximum interest rates permitted by law vary by jurisdiction: Maryland (6% absent written agreement, 24% with written agreement per Md. Code, Com. Law §12-103); New Jersey (6% default, 30% by contract per N.J.S.A. 31:1-1); Delaware (5% default, no cap by written agreement per 6 Del. C. §2301); Pennsylvania (6% default per 41 P.S. §201); District of Columbia (6% default, 24% by written agreement per D.C. Code §28-3301).

**5. Use.** Lessee shall use the Equipment in a careful, safe, and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, and regulations in any way relating to the possession, use, or maintenance of the Equipment including any manufacturer’s recommendations, warnings, and instructions as to the safe use of the Equipment. By entering into this Lease, Lessee warrants that Lessee possesses the required knowledge, skill, and ability to safely operate the Equipment. Lessee further warrants that Lessor has no obligation to, and in fact did not instruct Lessee in the correct operation of the Equipment. Lessee shall use and operate the Equipment for its intended purpose and only in the regular course of Lessee’s activities or business, within its normal capacity, and without abuse. Additionally, Lessee shall:

- (a) ensure that all operators of the Equipment are licensed, certified, trained, and/or qualified to operate said Equipment;
- (b) ensure that all safety and operating information, including manuals, logbooks, and warning labels supplied with the Equipment are attached or kept with Equipment and brought to the attention of, explained to, and reviewed with, each and every person operating or otherwise utilizing the Equipment; and
- (c) not alter, or affix or attach anything to the Equipment.

**6. Representations, Warranties, and Agreements.** Lessee has selected the Equipment without relying upon any suggestion or recommendations of Lessor or its employees and Lessee understands and agrees that Lessor assumes no responsibility for the Equipment as being fit for any particular purpose. Lessee acknowledges that Lessor cannot warrant the suitability of the Equipment for Lessee’s intended application. Lessee agrees as follows:



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- (a) except as set forth in Lessor's representations and warranties above, the Equipment is rented to Lessee without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose;
- (b) Lessor shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect, consequential, or punitive damages, or production delays;
- (c) except as outlined in Lessor's representations and warranties above, Lessee is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Lessee's usage, possession, transportation, or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Lessee, its employees, agents, or contractors; and
- (d) at all times Lessor's maximum liability in connection with the Equipment is limited to the rent paid to Lessor by Lessee.

**7. Used Equipment.** Lessee acknowledges that the Equipment may be used Equipment and may be cosmetically flawed. However, Lessor warrants that the Equipment, whether new or used, will be in proper working condition when leased to Lessee. Should Lessee discover that the Equipment, as received, is not working properly, Lessee agrees to notify Lessor according to paragraph 28 of this Lease.

**8. Typographical Errors.** In the event a product rental rate is listed incorrectly due to errors in pricing information received from Lessor's suppliers or internal systems, Lessor has the right to refuse or cancel any orders placed for products listed at the incorrect rate whether or not Lessee's payment method has been charged. In the event of such cancellation, Lessor shall refund any amounts already charged within five (5) business days.

**9. Order Acceptance Policy.** Lessee's receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to lease. Cleaver B LLC reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order or to supply less than the quantity Lessee ordered of any item for any reason.

**10. Out-of-Stock Products and Multiple Product Orders.** Lessor may have the Equipment for the Lessee as it becomes available. There may be times when the Equipment Lessee ordered is out-of-stock which will delay fulfilling Lessee's order. Lessor makes no guarantees as to the availability of Equipment. Any estimate of availability provided by Lessor is based on the assumption that each of Lessor's customers returns Equipment within the prescribed Rental Period.

**11. Shipping and Delivery.** If part or all of Lessee's Equipment can be shipped or delivered, Cleaver B LLC may make partial shipments or deliveries and ship Equipment from multiple locations. Lessee agrees that all shipments are free on board (FOB) shipping points via a common carrier of Lessor's choosing. Risk of loss passes to Lessee upon Lessor's delivery to the carrier. Lessee is responsible for any shipping charges incurred through the return of Equipment. Any equipment shipped to Lessor under this provision must be received by Lessor before the expiration of the Rental Period as defined in paragraph 2. Lessor reserves the right to modify the price charged for shipping by actual shipping rates incurred. For delivered Equipment, a delivery fee will be assessed based on the distance the Equipment must be



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transported. A flat rate will be assessed for distances up to 50 miles. A calculated rate will be assessed for distances over 50 miles. A set-up fee will be included which will be based on the quantity and complexity of the Equipment leased.

**12. Cancellations, Liquidated Damages, and Right of First Refusal.** Lessee may cancel a pending reservation before Equipment pick-up, delivery, and/or set up, whether partial or full. Lessor has developed a comprehensive Cancellation, Liquidated Damages & Right of First Refusal Policy (the "Cancellation Policy"), which is available as a standalone document at [www.cleaverb.com](http://www.cleaverb.com) and upon request from Lessor. Lessee is strongly encouraged to review the Cancellation Policy in its entirety before entering into this Lease and before filing any payment dispute, chargeback, or legal claim. However, the material terms of the Cancellation Policy are integrated into this section so that Lessee is bound by them regardless of whether Lessee has reviewed the standalone document. Lessor's intent is not to mislead, but to ensure clarity, transparency, and a fair understanding of the consequences of cancellation. The Parties acknowledge that litigation is time-consuming, expensive, and stressful for all involved, and these provisions are designed to provide a clear, predictable framework that protects both Parties and reduces the need for legal proceedings.

- (a) Liquidated Damages. The Parties acknowledge and agree that Lessor's actual damages from a cancellation are difficult to calculate precisely at the time of contracting, and that the following schedule represents a reasonable, good-faith pre-estimate of Lessor's anticipated losses at each stage. Lessee acknowledges that these amounts are not penalties, but reflect Lessor's increasing investment of time, labor, equipment allocation, crew scheduling, subcontractor commitments, and declined alternative bookings as the Event Date approaches. For purposes of this section, "Total Contract Value" (TCV) means the total amount due under this Lease for all equipment rental fees, delivery/setup fees, crew labor fees, and any other charges, before taxes. The following tiered liquidated damages schedule applies:
- i. Cancellation 60 or more days before Event Date: Lessor retains 50% of TCV (the non-refundable Deposit). Balance above Deposit may be issued as an Event Credit at Lessor's sole discretion. No cash refund.
  - ii. Cancellation 30 to 59 days before Event Date: Lessor retains 65% of TCV. Balance above 65% may be issued as an Event Credit at Lessor's sole discretion. No cash refund.
  - iii. Cancellation 14 to 29 days before Event Date: Lessor retains 80% of TCV. Balance above 80% may be issued as an Event Credit at Lessor's sole discretion. No cash refund.
  - iv. Cancellation 7 to 13 days before Event Date: Lessor retains 90% of TCV. No Event Credit issued. No cash refund.
  - v. Cancellation 0 to 6 days before Event Date or on the Event Date: Lessor retains 100% of TCV. No refund, no credit, no Event Credit, and no chargeback of any kind shall be issued. This provision applies regardless of the reason for cancellation.
- (b) Reasonableness Acknowledgment. Lessee acknowledges and agrees that: (i) the liquidated damages amounts set forth above are reasonable and proportional to Lessor's anticipated actual losses at each cancellation stage; (ii) Lessor's actual damages from cancellation would be difficult or impossible to calculate with certainty; (iii) these



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amounts are not intended as, and do not constitute, a penalty; and (iv) Lessee has had a full and fair opportunity to review, ask questions about, and negotiate these provisions before entering into this Lease. This acknowledgment is given voluntarily and satisfies the requirements for enforceable liquidated damages clauses under the Uniform Commercial Code §2A-504, the Restatement (Second) of Contracts §356, and the laws of Maryland, New Jersey, Delaware, Pennsylvania, and the District of Columbia.

- (c) **Actual Damages Reservation.** If Lessor's actual, documented damages exceed the liquidated damages amount in the applicable tier, Lessor reserves the right to recover the difference from Lessee. Lessor shall provide an itemized statement of actual damages within thirty (30) days of cancellation. The liquidated damages schedule operates as a floor, not a ceiling, on Lessor's recoverable damages.
- (d) **Right of First Refusal (ROFR).** Lessee grants Lessor a Right of First Refusal with respect to any competing offer received by Lessee for the same event. Before cancelling this Lease to engage a competing vendor, Lessee shall provide Lessor with written notice of the competing offer (including vendor name, equipment/services offered, total price, and proposed timeline) at [cb@cleaverb.com](mailto:cb@cleaverb.com) no less than fifteen (15) calendar days before the Event Date. Lessor shall have five (5) business days to match, modify, or decline the competing offer. If Lessor matches the offer, the Lease remains in force. If Lessor declines or does not respond, Lessee may proceed with cancellation subject to all liquidated damages in subsection (a). If Lessee cancels to engage a competing vendor without first complying with this ROFR process, such cancellation shall constitute a material breach, and Lessee shall be liable for all applicable liquidated damages plus a breach surcharge of fifteen percent (15%) of TCV. Lessee shall exercise ROFR rights in good faith and shall not solicit or manufacture competing offers to renegotiate terms or circumvent cancellation provisions.
- (e) **Event Credits.** All Event Credits issued under this section are non-transferable, have no cash value, cannot be redeemed for cash, and expire twelve (12) months from the date of issuance. Event Credits may only be applied toward future equipment rentals with Cleaver B LLC. Issuance of Event Credits is at Lessor's sole discretion except where expressly stated otherwise.
- (f) **Lessor-Initiated Cancellation.** Lessor reserves the right to cancel any order at any time before delivery occurs at its sole discretion. Lessor may recall the Equipment in the event of default with Lessor's lender or under a lease to which Lessor is a party as lessee with five (5) business days' notice. In the event of a Lessor-initiated recall before the end of the Rental Period, Lessor will provide an Event Credit corresponding to the amount remaining in the Rental Period.
- (g) **Pre-Dispute Review Requirement.** Before filing any payment dispute, chargeback, reversal, or legal claim against Lessor in connection with a cancellation, Lessee shall: (i) review the standalone Cancellation, Liquidated Damages & Right of First Refusal Policy available at [www.cleaverb.com](http://www.cleaverb.com) or upon request; (ii) attempt to resolve the matter directly with Lessor by providing written notice to [cb@cleaverb.com](mailto:cb@cleaverb.com) within fifteen (15) calendar days of the event giving rise to the dispute; and (iii) allow Lessor ten (10) business days to respond with supporting documentation. Lessee's failure to comply with this pre-dispute process does not waive Lessee's legal rights, but may be presented as evidence of Lessee's failure to mitigate and failure to engage in good faith resolution.



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- (h) Lessee's Responsibility to Review. Lessee acknowledges that this Lease, including this section, contains all material cancellation terms. Lessee is responsible for reading and understanding these terms before making payment or accepting Equipment. Lessee's failure to read this Lease, the standalone Cancellation Policy, or any other document provided by Lessor does not relieve Lessee of any obligation hereunder. By making payment, accepting Equipment, or engaging in any act constituting acceptance under paragraph 34, Lessee affirms that Lessee has had adequate opportunity to review all terms and voluntarily agrees to be bound by them.

**13. Insurance and Deposit.** Some orders may require that Lessee insure the Equipment for the duration of the Rental Period or provide an authorization hold to be placed on Lessee's credit card or payment account on file in an amount to be determined by Lessor until the Equipment has been returned to Lessor in good working order. Lessor reserves the right to require additional insurance should Lessor, in its sole discretion, determine that the amount of coverage or covered terms of Lessee's insurance policy are insufficient to protect the Equipment.

- (a) Certificate of Insurance from Lessee. When required by Lessor, Lessee shall provide a Certificate of Insurance ("COI") at the time of order or no later than five (5) business days before the Equipment delivery or pickup date. The COI shall evidence the following minimum requirements:
- i. Commercial General Liability (CGL) insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, or such higher limits as Lessor may require based on the value and nature of the Equipment;
  - ii. Cleaver B LLC, 27 Candice Dr, Port Deposit, MD 21904, shall be named as Additional Insured on the CGL policy;
  - iii. The policy shall include coverage for rented or leased equipment (inland marine or equipment floater) in an amount sufficient to cover the full replacement value of the Equipment as stated on the invoice or as determined by Lessor;
  - iv. The COI shall include the policy number, effective dates covering the entire Rental Period, name and contact information for Lessee's insurance carrier, and a statement that Lessor will receive no less than thirty (30) days' written notice of cancellation, non-renewal, or material change to the policy;
  - v. The insurance carrier shall be rated A-VII or better by A.M. Best Company or be otherwise acceptable to Lessor;
  - vi. Failure to provide the required COI within the specified timeframe may result in delay or cancellation of the order at Lessor's sole discretion, subject to the deposit provisions of paragraph 4.
- (b) Certificate of Insurance from Lessor. Lessee may request a Certificate of Insurance from Cleaver B LLC for Lessee's records or to satisfy Lessee's venue, event, or organizational requirements. Lessor maintains Commercial General Liability insurance with coverage up to \$3,000,000. Upon written request, Lessor will provide a COI within five (5) business days. Lessee's request for a COI from Lessor shall include the following information:



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- i. Full legal name of the entity or person to be listed as Certificate Holder and/or Additional Insured;
  - ii. Complete mailing address of the Certificate Holder;
  - iii. Whether Additional Insured status is required, and if so, the specific Additional Insured endorsement language or form required;
  - iv. The event name, date(s), and location for which the COI is being requested;
  - v. Any specific coverage types, minimum limits, or policy endorsements required by the requesting party;
  - vi. Contact name, email address, and phone number for delivery of the COI;
  - vii. The deadline by which the COI must be received.
- (c) Additional Insured endorsements requested by Lessee that require modifications to Lessor's insurance policy may be subject to an administrative fee to cover any costs imposed by Lessor's insurance carrier. Lessor will advise Lessee of any such fee before processing the request.

**14. Age.** Due to the value of the Equipment, Lessor will not rent Equipment to persons under the age of eighteen (18). Lessee agrees not to allow any person to pick up, operate, or return the Equipment who is under the age of eighteen (18).

**15. Repairs.** Lessee agrees not to attempt to repair or materially alter the Equipment under any circumstances regardless of fault. Lessee agrees to return the Equipment at the end of the Rental Period in the same condition in which it was received by Lessee less normal wear and tear.

**16. Loss and Damage.** Except as outlined in Lessor's representations and warranties above, Lessee hereby assumes and shall bear the entire risk of loss and/or damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall relieve any obligation of Lessee under this Lease. In the event of damage of any kind whatever to the Equipment, Lessor may:

- (a) charge Lessee's payment method on file for the full cost of repair; and
- (b) repair the Equipment using a vendor at Lessor's sole discretion. In addition to repair or replacement fees, Lessor may charge Lessee's payment method on file for a "Loss of Use Fee" in the event Lessee did not purchase a damage waiver at the time of the initial rental order. The "Loss of Use Fee" is equal to the daily rental fees Lessor would have been entitled to receive for the Equipment had it not been damaged or lost. In the event the Equipment becomes damaged beyond repair, Lessee shall pay Lessor the full replacement value of the Equipment.
  - i. Lessee must ensure that the Equipment, when returned to Lessor, is clean. Should the returned Equipment be deemed dirty in Lessor's sole judgment, Lessor reserves the right to charge Lessee a "Cleaning Fee."
  - ii. Lessee acknowledges having been allowed to inspect the Equipment and taking possession of the Equipment shall be conclusive evidence against the Lessee that the Equipment is in good and satisfactory condition. Lessor agrees that some



## Cleaver B LLC

27 Candice Dr, Port Deposit, MD 21904  
Ph. 443-947-0099  
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Equipment functionality is not ascertainable based solely upon detailed visual inspection. For any non-functionality that cannot be identified based on detailed visual inspection, Lessee shall notify Lessor within three (3) hours of receipt of Equipment of any malfunction and/or alleged damage of such Equipment. In the event Equipment is not functioning and/or damaged, Lessee must not attempt to repair or modify the equipment. Lessee must return such non-working Equipment to Lessor and Lessor will either replace the non-working Equipment with a functioning equivalent ("Replacement Equipment") or issue Lessee a credit or full refund of all rental charges paid by Lessee at Lessee's option. The rental charges for all such non-working Equipment so returned will commence upon Lessee's receipt of the Replacement Equipment. Once Lessor receives notification of suspected damage of Equipment in transit, Lessor shall send such damaged Equipment to the manufacturer for inspection and repair. Lessee and Lessor hereby agree to be bound by the damage report provided by such manufacturer as to the cause and liability of such damage.

**17. Surrender.** Upon the expiration or earlier termination of the Rental Period, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Lessee's cost and expense via the shipping method specified by Lessor. Lessee shall be responsible for proper packaging of the returned Equipment using transport carts, packaging, flight cases, or any materials provided by Lessor in the order rental. Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to the condition of the returned Equipment. Lessor reserves the right to inspect the Equipment within a reasonable time after the return of the Equipment and decide as to whether such returned Equipment was damaged during the Rental Period.

**18. Early Surrender.** No refunds shall be issued for the early surrender of Equipment under any circumstances. If Lessee surrenders the Equipment before the expiration of the Rental Period, Lessor may, at Lessor's sole discretion, issue Lessee an "Early Return Credit" in the form of a discount code or account credit that may be applied toward a future rental with Cleaver B LLC. Early Return Credits are non-transferable, have no cash value, and expire twelve (12) months from the date of issuance. No Early Return Credit will be issued for the return of Equipment with an original Rental Period under two (2) days. To request an Early Return Credit, Lessee must notify Lessor at the time of early surrender via email at [cb@cleaverb.com](mailto:cb@cleaverb.com). Issuance of any Early Return Credit is entirely within Lessor's discretion and is not guaranteed. For additional detail on Lessor's damages rationale, Lessee should review the standalone Cancellation, Liquidated Damages & Right of First Refusal Policy available at [www.cleaverb.com](http://www.cleaverb.com).

**19. Damage Insurance.** Lessor offers Lessee the option to purchase damage insurance for unintentional damage to the Equipment during the Rental Period. The determination of whether the damage is unintentional and not abuse is at the sole discretion of Lessor. Damage Insurance does not cover lost, stolen, or liquid damaged Equipment.

- (a) Lessee will pay Lessor a deductible amounting to twelve percent (12%) of the value of an item in a similar condition to the Equipment rented to Lessee. Valuation of the Equipment is within the sole discretion of Lessor. Equipment reported as damaged must be returned to Lessor for inspection.



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- (b) Any peripheral items in Lessee's rental are not covered including knobs, hoods, battery chargers, microphone holders, clips, hooks, stakes, rear caps, tools, and cables, etc. ("Peripheral Items"). If Lessee loses and/or damages Peripheral Items, Lessee is responsible for the cost of replacement of the Peripheral Items even if Lessee purchased Damage Insurance.

**20. Liens & Taxes.** Lessee shall not pledge or encumber the Equipment in any way. Lessor may terminate this Lease immediately upon the failure of the Lessee to discharge any lien, make any payments to Lessor under this Lease when due, or otherwise breach any other term or condition contained herein. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee. For multi-state transactions, the applicable sales tax rate shall be determined by the delivery location of the Equipment in accordance with each jurisdiction's tax code.

**21. Indemnity & Waiver.** Lessee shall waive any claim Lessee may have against Lessor, its members, managers, officers, employees, servants, or agents, in contract or tort, in respect of the occurrence at any time of any loss of or damage to any property of Lessee, or any other loss or damage that arises from or relates to the use of the rented Equipment or otherwise in respect of this Lease and shall indemnify Lessor, its members, managers, officers, employees, servants, or agents from and against all claims, actions (whether in contract or tort), damages, judgments, fines, interest, reasonable attorney's fees, and costs arising out of, accruing from, or connected with the occurrence at any time of any loss of life, personal injury, loss of or damage to property, loss of use of or access to the property, loss of profit, loss of service, or any other loss, injury, or damage whatsoever, that is caused in whole or in part by the acts or omissions of Lessee in connection with this Lease.

**22. Default.** If Lessee fails to pay any amount herein provided within ten (10) calendar days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept, or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- (a) to charge Lessee's payment method on file for all amounts due (including any late fees) and owing;
- (b) to sue for and recover all amounts, and other payments, then accrued or thereafter accruing;
- (c) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law (to the extent permitted by applicable law). Lessee hereby waives any and all damages occasioned by such taking of possession;
- (d) to terminate this Lease;
- (e) to report past-due amounts to credit reporting agencies in compliance with the Fair Credit Reporting Act;
- (f) to pursue any other remedy to which Lessor may be entitled at law and/or equity.



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Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative and may be exercised concurrently or separately at Lessor's discretion.

**23. Bankruptcy & Assignment.** This Lease shall not be assigned by Lessee without the prior written consent of Lessor. Upon consensual assignment, this Lease and the rights and obligations hereunder shall be binding upon the successors and assigns of Lessee. If any proceeding under the Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) calendar days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

**24. Ownership Retention.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title, or interest therein or thereto except as expressly outlined in this Lease.

**25. Additional Documents.** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of accomplishing the agreed-upon terms of this Lease or for recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

**26. Electronic Signatures and Records.** The Parties agree that this Lease and any amendments, notices, or consents may be executed and delivered by electronic signature, which shall be considered as an original signature for all purposes and shall have the same legal effect, validity, and enforceability as a manually executed signature, in compliance with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. §7001 et seq.), the Uniform Electronic Transactions Act (UETA) as adopted by each applicable jurisdiction, and the Maryland Uniform Electronic Transactions Act (Md. Code, Com. Law §21-101 et seq.). Electronic records of this Lease, invoices, estimates, and payment confirmations shall constitute valid business records.

**27. Data Privacy and Payment Security.** Lessor shall handle all personal and financial information provided by Lessee in accordance with applicable federal and state privacy laws, including but not limited to the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.) to the extent applicable, and state data breach notification statutes (Md. Code, Com. Law §14-3501 et seq.; N.J.S.A. 56:8-161 et seq.; 6 Del. C. §12B-100 et seq.; 73 P.S. §2303; D.C. Code §28-3851 et seq.). Lessor shall maintain Payment Card Industry Data Security Standard (PCI-DSS) compliance for all card transactions and shall not store full card numbers, CVV codes, or PIN data after transaction authorization. In the event of a data breach affecting Lessee's payment or personal information, Lessor shall notify Lessee within the timeframes required by the applicable state's breach notification law.



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**28. Merger.** This instrument constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements on the same subject, whether oral or written.

**29. Notices.** All notices required or permitted to be given under this Lease shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by email or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered upon receipt or, if later, three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier warrants that delivery will occur. Emailed or electronically transmitted notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished.

**30. Severability.** If any provision of this Lease is declared invalid or unenforceable by a court of competent jurisdiction, this Lease shall endure except for the part declared invalid or unenforceable. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Lease.

**31. Force Majeure.** No party to this Lease shall be responsible for any delays or failure to perform any obligation under this Lease due to acts of God, pandemics, epidemics, public health emergencies, strikes or other disturbances, including without limitation war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, cyberattacks, power failures, telecommunications failures, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duties to perform obligations outlined in this Lease shall be suspended. The affected Party shall provide prompt written notice of the force majeure event and shall use commercially reasonable efforts to mitigate its effects.

- (a) **No Refunds Under Force Majeure.** In the event that a force majeure event causes the cancellation, postponement, or interruption of an event for which Equipment has been leased, no cash refund shall be issued to Lessee under any circumstances. Lessor may, at Lessor's sole discretion, issue Lessee an Event Credit to be applied toward a future equipment rental with Cleaver B LLC. Event Credits issued under this provision are non-transferable, have no cash value, and expire twelve (12) months from the date of issuance. Lessee expressly waives any claim for refund, chargeback, or payment reversal arising from a force majeure event.
- (b) **Riots, Violence, Terrorism, and Destructive Behavior.** For purposes of this Lease, "Destructive Event" shall mean any riot, civil disturbance, mob action, fighting, assault, battery, vandalism, arson, looting, act of terrorism (as defined by Lessor in its sole and reasonable discretion), or any other act of violence, destruction, or threatening behavior occurring at or in the vicinity of the event venue during the Rental Period. The determination of whether an incident constitutes a Destructive Event shall be at the sole discretion of Cleaver B LLC.
  - i. In the event that any Equipment is damaged, destroyed, or lost as a result of a Destructive Event, Lessee shall be liable for the full replacement value of all affected Equipment, as determined by Lessor. This liability is absolute and applies regardless



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- of whether the damage was caused directly by Lessee, Lessee's employees, agents, contractors, event attendees, or any third party present at the event.
- ii. Lessee acknowledges and agrees that Lessee is responsible for the security and safety of the Equipment at all times during the Rental Period and at the event venue, and that the occurrence of a Destructive Event does not relieve Lessee of any obligation under this Lease, including the obligation to pay the full replacement value of damaged or destroyed Equipment.
  - iii. No refund, credit, Event Credit, chargeback, or payment reversal of any kind shall be issued to Lessee in connection with a Destructive Event. Lessee remains liable for the full rental amount plus the full replacement value of any damaged, destroyed, or lost Equipment.
  - iv. Damage Insurance purchased under paragraph 19 does not cover damage resulting from a Destructive Event.
- (c) Venue Notification and Agreement Distribution. Lessee shall provide the venue, property owner, or event host where the Equipment will be used ("Venue") with a complete copy of this Lease prior to the event date. Both Lessee and the Venue are responsible for the safety, security, and protection of the Equipment while on the Venue's premises. Lessee shall ensure that the Venue acknowledges receipt of this Lease in writing (which may include email confirmation). Failure by Lessee to provide this Lease to the Venue shall not relieve Lessee of any obligations hereunder, but shall constitute a breach of this provision and Lessee shall be solely responsible for any and all claims, damages, or losses that may have been mitigated or shared had the Venue been properly notified. Lessor reserves the right to independently provide a copy of this Lease to the Venue and to communicate directly with the Venue regarding the protection of Lessor's Equipment.

**32. Choice of Law and Jurisdiction.** This Lease shall be construed and enforced according to the laws of the State of Maryland without giving effect to the principles of conflict of laws. All disputes arising out of this Agreement (and all amendments and attachments hereto) shall be exclusively resolved in a court of competent jurisdiction in Maryland. Each Party expressly consents to the jurisdiction of a court of competent jurisdiction in Maryland and waives any objections or right as to forum non conveniens, lack of personal jurisdiction, or similar grounds. Notwithstanding the foregoing, nothing in this section shall preclude Lessor from seeking injunctive or other equitable relief in any court of competent jurisdiction in any state within Lessor's service area (MD, NJ, DE, PA, DC) to protect Lessor's interest in the Equipment.

**33. Anti-Money Laundering and Compliance.** Lessee represents and warrants that all payments made under this Lease are from lawful sources and do not constitute proceeds of any illegal activity. Lessor reserves the right to request identification verification for cash transactions exceeding \$3,000.00, in compliance with the Bank Secrecy Act (31 U.S.C. §5311 et seq.) and FinCEN regulations. For cash payments of \$10,000.00 or more, Lessor is required to file IRS Form 8300.

**34. Constructive Acceptance and Binding Effect.** This Lease shall be binding upon Lessee under any of the following circumstances, whether or not Lessee has executed this Lease by manual or electronic signature:



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- (a) **Payment.** Lessee's submission of any payment to Lessor—whether full, partial, deposit, or otherwise—by any method (including but not limited to ACH, Zelle®, PayPal®, Cash App®, Apple Pay®, Square®, credit/debit card, check, money order, or cash) shall constitute Lessee's unconditional acceptance of and agreement to be bound by all terms and conditions of this Lease. This acceptance is irrevocable upon Lessor's receipt of payment and shall not be negated by Lessee's subsequent claim of non-signature, non-receipt, or failure to read this Lease.
- (b) **Receipt of Agreement.** Lessee's receipt of a copy of this Lease—whether delivered in person, by mail, by email, by electronic link, as an attachment to an invoice or estimate, or made available on Lessor's website ([www.cleaverb.com](http://www.cleaverb.com))—combined with Lessee's subsequent act of (i) making any payment, (ii) taking possession of or accepting delivery of Equipment, (iii) permitting Lessor to set up Equipment at Lessee's event or location, or (iv) otherwise using or benefiting from the Equipment, shall constitute constructive acceptance of all terms and conditions contained herein.
- (c) **Course of Dealing.** Where Lessee has previously rented Equipment from Lessor under substantially similar terms, Lessee's placement of a new order and/or submission of payment shall constitute acceptance of this Lease under the doctrine of course of dealing as recognized under Maryland Commercial Law, the Uniform Commercial Code (UCC §1-303), and applicable common law.
- (d) **Click-Through and Electronic Acceptance.** Lessee's act of clicking "Pay Now," "Accept," "Confirm," or any similar button or link on any invoice, estimate, or web page generated by or on behalf of Lessor, including through QuickBooks Online, shall constitute a binding electronic signature and acceptance of this Lease in compliance with the E-SIGN Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act as adopted in each applicable jurisdiction.
- (e) **Waiver of Non-Signature Defense.** Lessee expressly waives any defense, claim, or argument that this Lease is not binding, enforceable, or applicable due to the absence of a handwritten or electronic signature by Lessee, provided that Lessee has engaged in any of the acts described in subsections (a) through (d) above. Lessee acknowledges that under Maryland law (Md. Code, Com. Law §2-204; §2A-204) and the laws of New Jersey (N.J.S.A. 12A:2-204; 12A:2A-204), Delaware (6 Del. C. §2-204; §2A-204), Pennsylvania (13 Pa.C.S. §2204; §2A204), and the District of Columbia (D.C. Code §28:2-204; §28:2A-204), a contract for the lease of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of a contract.
- (f) **No Refund Based on Non-Signature.** Lessee shall not be entitled to any refund, credit, chargeback, or reversal of payment on the grounds that Lessee did not sign this Lease. Where Lessee has made payment and/or taken possession of Equipment, the non-refundable deposit provisions of paragraph 4, the cancellation provisions of paragraph 12, and all other terms of this Lease shall apply with full force and effect regardless of signature status.
- (g) **Lessor's Burden of Proof.** In the event of a dispute, Lessor may establish Lessee's acceptance of this Lease by presenting evidence of any of the following: payment records or transaction confirmations from any payment platform; email, text message, or other written correspondence referencing the rental, invoice, or estimate; delivery or



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setup confirmation records; Equipment pickup or return records; photographs or GPS records of Equipment at Lessee's event or location; or any other evidence demonstrating that Lessee received value under this Lease.

**NOTICE TO LESSEE: BY MAKING PAYMENT, TAKING POSSESSION OF EQUIPMENT, OR PERMITTING EQUIPMENT SETUP, YOU ARE AGREEING TO ALL TERMS AND CONDITIONS OF THIS LEASE WHETHER OR NOT YOU HAVE SIGNED THIS DOCUMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT MAKE PAYMENT OR ACCEPT EQUIPMENT.**



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## ACKNOWLEDGMENT AND AUTHORIZATION

By signing below, Lessee acknowledges that Lessee has read, understands, and agrees to be bound by all terms and conditions of this Lease, including without limitation the payment authorization provisions in paragraph 4. Lessee further authorizes Cleaver B LLC to initiate charges, debits, and/or electronic fund transfers via the payment method(s) selected by Lessee for all amounts due under this Lease. Lessee acknowledges that Cleaver B LLC's standard terms and conditions apply to all contracts.

### ELECTRONIC AUTHORIZATION NOTICE

*Where a physical signature is not collected, Lessor may establish Lessee's authorization and binding acceptance of this Lease through one or more of the following methods of electronic authorization, each of which constitutes a valid and enforceable agreement under the Electronic Signatures in Global and National Commerce (E-SIGN) Act (15 U.S.C. §7001 et seq.), the Uniform Electronic Transactions Act (UETA), and applicable state law:*

- 1. QuickBooks "Pay Now" Authorization:** This transaction was authorized electronically. By clicking the "Pay Now" button on the QuickBooks invoice and entering their banking or payment information, the customer provided a Digital Signature and explicit authorization for this payment (including ACH debit), as recorded by the Intuit payment processor. The Intuit platform captures the customer's identity, payment credentials, IP address, and timestamp at the moment of authorization, which together constitute a binding electronic signature and acceptance of all terms referenced on or attached to the invoice.
- 2. Email Confirmation Authorization:** While a physical signature was not collected, the customer provided written authorization via email on the date indicated in the attached email correspondence. In the attached thread, the customer explicitly requested the invoice, confirmed their intent to pay for the services and/or equipment rental, and/or acknowledged the terms of this Lease, which constitutes a binding agreement under the Electronic Signatures in Global and National Commerce (E-SIGN) Act. The email record, including sender address, date/time stamps, and message content, serves as evidence of Lessee's informed consent and acceptance.
- 3. QuickBooks Estimate Approval:** The document was digitally approved by the customer through the QuickBooks portal. The system captured the customer's IP address and a timestamp at the moment of approval, serving as a verified electronic signature for the attached terms and conditions. Approval of an estimate through the QuickBooks portal constitutes Lessee's acceptance of the scope of work, pricing, and all terms and conditions of this Lease as referenced or attached to the estimate.

***Lessor shall retain records of all electronic authorizations, including but not limited to transaction confirmations, IP addresses, timestamps, email correspondence, and platform-generated receipts, for a minimum of three (3) years following the completion of the Rental Period or final payment, whichever is later, for use as evidence in any dispute, chargeback, or legal proceeding.***



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**Payment Method(s) Selected (check all that apply):**

- ACH Bank Transfer |  Zelle® |  PayPal® |  Cash App®
- Apple Pay® |  Square® |  Credit/Debit Card |  Check/Money Order |  Cash

**ACH Bank Account Information (if applicable):**

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type:  Checking  Savings

Account Holder Name: \_\_\_\_\_

**Credit/Debit Card on File (if applicable):**

Cardholder Name: \_\_\_\_\_

Card Type:  Visa  Mastercard  Amex  Discover

Last Four Digits: \_\_\_\_ \_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_

*(Full card numbers will be collected securely via PCI-compliant processing and will not be stored on this form.)*

**Digital Payment Handle/Username (if applicable):**

Zelle® (email or phone): \_\_\_\_\_

PayPal® (email): \_\_\_\_\_

Cash App® (\$Cashtag): \_\_\_\_\_

**LESSEE:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LESSOR — CLEAVER B LLC:**

Print Name: **IYAKER BAPTISTE**

Title: **OWNER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## EXHIBIT A

### PAYMENT TERMS STATEMENT FOR INVOICES & ESTIMATES

*The following statement shall appear on all invoices and estimates issued by Cleaver B LLC:*

#### PAYMENT TERMS & AUTHORIZATION

Payment is due in full upon receipt of this invoice unless otherwise agreed in writing. A 50% non-refundable deposit is required to reserve equipment. Cleaver B LLC accepts payment via ACH bank transfer, Zelle®, PayPal®, Cash App®, Apple Pay®, Square®, credit/debit card (Visa, MC, Amex, Discover), certified check, money order, and cash (in-person only with receipt).

By making payment on this invoice, you authorize Cleaver B LLC to process the payment via your selected method and acknowledge agreement to the terms of your Rental Equipment Agreement. Late payments are subject to a fee of the greater of \$25.00 or 1.5% per month on the outstanding balance, plus interest at 1.5% per month (18% APR) or the maximum rate permitted by law, whichever is less.

ACH payments are governed by NACHA rules and the Electronic Fund Transfer Act. Returned ACH items are subject to a \$35.00 fee per occurrence. Peer-to-peer payments (Zelle®, Cash App®, Apple Pay®) are final upon confirmation and may not be reversible. PayPal® payments should be sent via “Goods and Services” unless otherwise directed. Checks shall be made payable to “Cleaver B LLC” with invoice number in the memo line; personal/business checks are subject to a hold period of up to 10 business days before equipment release. Returned checks are subject to fees up to the maximum permitted by applicable state law. Refunds for check payments are issued by company check and require 1–10 business days for processing plus USPS mail delivery time; total refund time may be 5–20 business days.

Disputes must be reported to [cb@cleaverb.com](mailto:cb@cleaverb.com) within 15 days of the transaction. Chargebacks or payment reversals resolved in Lessor’s favor may result in recovery of dispute-related costs up to \$500.00. Nothing herein limits your rights under applicable consumer protection laws.

**CANCELLATION & LIQUIDATED DAMAGES:** Cancellations are subject to a tiered liquidated damages schedule based on proximity to the event date (50%–100% of total contract value). No cash refunds are issued; eligible credits may be applied to a future event at Lessor’s discretion. Same-day cancellations forfeit 100% of the total amount. Before filing any dispute, chargeback, or legal claim, Lessee must review the complete Cancellation, Liquidated Damages & Right of First Refusal Policy at [www.cleaverb.com](http://www.cleaverb.com) and attempt direct resolution with Lessor. By making payment on this invoice, you acknowledge these cancellation terms whether or not you have reviewed the standalone policy document. Full details are in §12 of the Rental Agreement.

**BINDING AGREEMENT NOTICE:** The person, organization, or entity identified as the customer or bill-to party on this invoice is the “Lessee” under Cleaver B LLC’s Stage & Audio Equipment Rental Agreement (the “Agreement”). By making payment on this

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invoice, taking possession of equipment, or permitting equipment setup at your event or location, you agree to be bound by all terms and conditions of the Agreement, whether or not a signature has been provided. Receipt of this invoice, estimate, or a copy of the Agreement—by any means including email, electronic link, or in person—combined with payment or acceptance of equipment, constitutes constructive acceptance under the Uniform Commercial Code (§2-204; §2A-204) and applicable state law (MD, NJ, DE, PA, DC). No refund, chargeback, or payment reversal will be issued solely on the grounds of non-signature. A complete copy of the Agreement is available at [www.cleaverb.com](http://www.cleaverb.com) or upon request.

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*This Exhibit A is incorporated by reference into the Stage & Audio Equipment Rental Agreement and all invoices and estimates issued by Cleaver B LLC. Rev. 2026-03.*