

This agreement covers the terms, conditions, and responsibilities involved in delivery/transportation provided by Mayesh Wholesale Florist (hereafter referred to as "Mayesh"). By signing this agreement, you (the "Designer") acknowledge and accept all terms outlined below.

## **Delivery Availability**

Delivery from Mayesh Wholesale Florist is subject to availability and must be reserved in advance. Delivery is only scheduled once Mayesh has confirmed the design rental space reservation and received proof of any required liability insurance.

## **Delivery Duration**

Delivery is for the specified period, as confirmed during the booking. Any additional time or extensions that are available will need to be arranged in advance with Mayesh.

## **Permitted Use, Designated Route and Stops**

Delivery services are for transporting floral designs, supplies, and materials related to the Designer's business only. Any unauthorized use or stops are prohibited and may result in termination of the rental agreement. The truck will travel to the agreed-upon location during booking and return directly to the Mayesh facility.

Mayesh drivers will decline requests for unscheduled stops. If such requests become an issue, drivers may contact a manager, and Mayesh reserves the right to terminate the agreement without completing the delivery.

## **Timeliness of Deliveries**

Mayesh is committed to ensuring timely delivery of materials whenever possible. However, unforeseen circumstances such as traffic delays, weather conditions, or other factors outside our control may affect delivery times. By agreeing to these terms, you acknowledge that Mayesh cannot be held liable for any delivery delays.

## **Fuel & Mileage**

The truck will be fueled by Mayesh personnel, with fuel costs added to the rental fee. Additional charges will apply based on the type of delivery truck, mileage requirements, and any additional backhaul mileage. All mileage charges are determined at Mayesh's discretion. Consult a Mayesh sales representative to confirm and understand all potential mileage-related fees when booking.

## **Truck Type**

While Mayesh will make every effort to provide the specific type of truck requested at booking, we cannot guarantee the availability of any particular vehicle. Truck assignments are subject to availability and operational needs. If the requested truck type is unavailable, Mayesh will provide a comparable alternative when possible, but this is not guaranteed.

### **Loading & Securing Cargo**

The 'Designer' is responsible for ensuring that all items are properly loaded, balanced, and secured before the truck is in motion. Mayesh drivers may inspect cargo for safety but are not responsible for rearranging or securing items that the 'Designer' or their team has loaded.

### **Cleaning Requirements**

All trucks must be fully emptied of any non-Mayesh equipment, tools, and materials upon return. The truck should be free from debris, trash, or leftover flowers. Failure to return the truck in a clean condition will result in an additional cleaning fee, which will be added to the rental charges.

### **Condition of Vehicle**

It is required that the truck be inspected by both the Mayesh employee and the 'Designer' before and after use. The cargo area must remain clean and debris-free throughout the rental period. Any damages or required cleaning upon return may incur additional fees. The 'Designer' or their team may not make any modifications to the truck, including signage, decals, or equipment installations, without prior written permission from Mayesh. Any damage or costs related to unauthorized modifications will be the responsibility of the Designer.

### **Liability and Insurance**

While the truck is in use, Mayesh assumes operational responsibility due to the Mayesh employee driving. However, the 'Designer' is responsible for ensuring all items are properly secured for transport. Mayesh requires proof of liability insurance covering cargo during transport. Delivery reservations are only guaranteed once Mayesh approves the reservation request, including confirmation of availability and verification of required liability insurance. Mayesh reserves the right to deny delivery requests if these requirements are not met within three days before the design space rental begins.

### **Incident Reporting**

If any damage occurs to the truck, cargo, or other property during the rental period, the 'Designer' must report the incident to Mayesh immediately. The 'Designer' may be held responsible for damages caused by improper loading, securing of cargo, or actions by the 'Designer' or their team. Any repair costs due to such damage will be charged to the 'Designer'.

### **Fines and Parking Fees**

Any parking fees, fines, or parking violations incurred during the rental period due to directions or instructions provided by the 'Designer' or the 'Designer's' team are the sole responsibility of the 'Designer'. Mayesh is not liable for these charges. However, fines resulting from driver-related actions, such as speeding tickets or other moving violations due to the driver's conduct, will be reviewed by Mayesh and may be the responsibility of Mayesh. Mayesh reserves the right to determine, on a case-by-case basis, responsibility for any fines or violations incurred during the rental period.

### **Passenger and Access**

For safety and liability reasons, only active, on-duty Mayesh employees are permitted inside the truck while it is in operation. 'Designer,' their staff, off-duty Mayesh employees, or any other non-Mayesh personnel are not allowed to ride in the vehicle anytime.

**Compliance with Local Regulations**

The 'Designer' is responsible for ensuring that any required permits, permissions, or regulations related to parking, loading, and unloading at event venues are followed. Mayesh is not liable for any fines, delays, or penalties resulting from non-compliance with local regulations.

**Alcohol and Substance Prohibition**

No alcohol, illegal substances, or controlled substances are permitted in the truck at any time. Mayesh reserves the right to terminate the rental immediately if evidence of alcohol or substance use is found, with no refund provided.

**Cancellation and No-Show Policy**

If the 'Designer' needs to cancel the truck rental, notice must be given three days in advance. Cancellations made after this period may incur a cancellation fee. If the 'Designer' or their representative does not arrive at the agreed time for pick-up or loading, a no-show fee may apply, and the reservation may be forfeited.

**Emergency and Mechanical Breakdown**

In the event of a mechanical breakdown or emergency involving the truck, Mayesh will dispatch a replacement vehicle or make alternative arrangements if available. Mayesh is not responsible for any costs, delays, or disruptions resulting from mechanical issues outside of its control.

**Indemnification**

The 'Designer' agrees to indemnify and hold harmless Mayesh, its employees, and affiliates from any claims, damages, or liabilities arising from the rented truck's use, including but not limited to accidents, damages, or injuries to cargo that may occur during transit.

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By signing below, the 'Designer' confirms that they have read, understood, and agree to all terms and conditions outlined in this delivery and transportation agreement, including the waiver of liability, rental policies, and responsibilities related to the use of Mayesh Wholesale Florist's truck and transportation services. The 'Designer' also acknowledges that failure to adhere to these terms may affect their eligibility for future rentals.

Designer's Full Name (Printed): \_\_\_\_\_ Mayesh Representative Name (Printed): \_\_\_\_\_

Designer's Signature: \_\_\_\_\_ Mayesh Representative Signature: \_\_\_\_\_

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