



# MAMA & ME STORKS, LLC

## TERMS & CONDITIONS

*Effective Date: 7/7/2026 Version 2.0*

Thank you for choosing Mama & Me Storks, LLC. By placing an order through our website, phone, email, social media, or any other method, you acknowledge that you have read, understood, and agree to these Terms & Conditions.

### 1. Rental Equipment & Ownership

- All storks, signs, keepsake bundles, sibling stars, pet signs, accessories, and rental equipment remain the sole property of Mama & Me Storks, LLC.
- Payment is required to reserve your requested delivery date.
- Rental periods begin upon installation and end at scheduled pickup unless otherwise agreed.
- Company branding is part of every rental display and may not be removed, covered, or altered.
- Replacement costs: Individual Stork – \$125; Complete Stork Display – \$330; Keepsake Bundle Backer – \$19. Additional replacement charges may apply for damaged or missing accessories or custom items.

### 2. Delivery & Installation

- Final placement is determined solely by Mama & Me Storks based upon safety, visibility, landscaping, accessibility, underground hazards, weather, and overall presentation.
- Estimated delivery windows are not guaranteed.
- By placing an order, the customer grants Mama & Me Storks permission to enter the property for installation and pickup.
- Mama & Me Storks reserves the right to delay, modify, relocate, remove, or refuse installation whenever property or weather conditions are deemed unsafe.

### 3. Customer Responsibilities

- Provide accurate delivery information.
- Ensure pets are secured during installation and pickup.
- Disclose underground sprinkler systems, invisible fences, low-voltage lighting, septic components, buried utilities, drainage systems, or other underground hazards before installation.
- Ensure vehicles or other obstructions do not interfere with installation.
- Mama & Me Storks is not responsible for damage to undisclosed underground systems or utilities.

### 4. Homeowner Authorization

By placing an order, the Customer represents and warrants that they are the homeowner, property owner, authorized occupant, or have obtained permission from the homeowner, property owner, or authorized occupant for Mama & Me Storks, LLC to enter the property and install the rental display.



If the rental display is purchased as a gift, surprise, or on behalf of another individual, the Customer accepts full responsibility for obtaining all necessary permissions before installation.

The Customer agrees to defend, indemnify, and hold harmless Mama & Me Storks, LLC from any claims, damages, costs, attorney fees, or expenses arising from the Customer's failure to obtain proper authorization.

If the homeowner, property owner, or authorized occupant requests that a display not be installed or requests its removal, Mama & Me Storks reserves the right to refuse or discontinue service without refund.

## 5. Display Safety

- Rental displays are decorative equipment only and are not intended for climbing, sitting, leaning, swinging, or playing.
- Do not move, alter, relocate, decorate, or attach additional items to the display.
- If any person moves or alters the display after installation, Mama & Me Storks assumes no responsibility for any resulting injury, damage, or loss.

## 6. Weather Policy

The safety of our customers and staff is our highest priority. Mama & Me Storks reserves the right to delay, modify, temporarily lay down, reposition, remove, or cancel any rental display due to severe weather or unsafe conditions.

- High winds
- Lightning
- Heavy rain
- Flooding
- Snow or ice
- Fallen trees or branches
- Severe thunderstorms
- Any condition deemed unsafe by Mama & Me Storks

If weather impacts your rental, we will make every reasonable effort to extend, reschedule, or reinstall the display when conditions safely permit. Weather-related interruptions do not automatically qualify for a refund.

## 7. Outdoor Display Acknowledgment & Limitation of Liability

Customer acknowledges that rental displays are temporary outdoor decorations and are exposed to weather and environmental conditions beyond the control of Mama & Me Storks. Rental displays are not engineered or warranted to withstand every weather event, natural disaster, accident, or unforeseen circumstance.

Once installed, the Customer assumes all risks associated with the display remaining outdoors.



To the fullest extent permitted under Pennsylvania law, Mama & Me Storks, LLC, its owners, members, employees, contractors, agents, and representatives shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from the installation, presence, maintenance, or removal of any rental display, including but not limited to claims involving severe weather, acts of nature, vandalism, theft, vehicle impact, lawn equipment, animals, third-party actions, underground hazards, or any circumstance beyond the reasonable control of Mama & Me Storks.

This limitation includes alleged damage to homes, windows, doors, siding, roofs, garages, landscaping, irrigation systems, fences, mailboxes, vehicles, personal property, or any other real or personal property.

The Customer agrees to release, defend, indemnify, and hold harmless Mama & Me Storks, LLC from all claims arising from the installation, use, presence, or removal of the rental display, except where prohibited by law.

## **8. Photography & Marketing**

Mama & Me Storks may photograph completed displays for use on its website, social media, printed materials, and other marketing. We make every effort not to disclose addresses or personally identifying information. Customers may request no photography prior to installation.

## **9. HOA & Local Regulations**

Customers are responsible for ensuring compliance with HOA rules, neighborhood restrictions, borough or township ordinances, apartment or condominium policies, and landlord requirements.

## **10. Cancellation & Refund Policy**

- More than 48 hours before installation: Full refund.
- Within 48 hours before installation: 50% refund or reschedule (subject to availability).
- After installation begins: No refund.
- No refunds for incorrect delivery information, denied property access, unsecured animals, HOA restrictions, customer-requested removal after installation, or circumstances beyond our reasonable control.

## **11. Force Majeure**

Mama & Me Storks shall not be responsible for delays or inability to perform services due to severe weather, natural disasters, road closures, vehicle breakdowns, power outages, government actions, labor shortages, medical emergencies, or other events beyond our reasonable control.

## **12. Governing Law, Severability & Entire Agreement**

These Terms & Conditions shall be governed by the laws of the Commonwealth of Pennsylvania. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect. These Terms & Conditions constitute the entire agreement between the Customer and Mama & Me Storks, LLC.



### 13. Acceptance

By placing an order with Mama & Me Storks, LLC, the Customer acknowledges that they have read, understood, and agree to these Terms & Conditions. The Customer further certifies that they are the homeowner or have obtained permission from the homeowner or authorized occupant for installation of the rental display.

Customer Signature: \_\_\_\_\_

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