

Rental Terms and Conditions for Renting Linens from Elegant Presentations, Inc. (Fax: (224) 629-4963) **Pg 1/2**

Elegant Presentations, Inc. (EP or lesser) hereby enters into an agreement with _____ (Lessee), residing at _____ (Lessee Address) to rent the property described on The Rental Invoice (Form TRI).

- A. List the Date of the Event: / / 20 ____
- B. Date Items Needed (In your Possession): / / 20 ____ (Should be the FIRST BUSINESS DAY before your event, contact us if different; Early Ship Fee is 1/7 of your total order amount, per day)
(include delivery/install window [time] ONLY if local delivery by EP)

Subject to all terms / conditions of the contract the Lessee in consideration thereof, acknowledges and agrees as follows:

1. **Inspection.** The Lessee acknowledges that they will personally inspect and count the rental items upon receipt, find them suitable for their needs and in good condition, that they understand the proper use and agree to inspect the rental items prior to use, verify quantity and notify Elegant Presentations, Inc. of any defects or shortages prior to event. Items can be inspected prior to your event when in your possession.
2. **Warranties.** There are no warranties of merchantability or fitness, either express or implied: There is no warranty that the rental items are free of any defects. Some minor defects may be on some items that are not readily apparent. These defects do not constitute a breach on our part.
3. **Prohibited Uses.** Use of rental items in the following circumstances is prohibited and constitutes a breach of contract. (a) Improper, and unintended use or misuse (b) used by anyone other than the Lessee (c) used any other time or other location other than the event location furnished by the Lessee.
4. **Preview Rental Items.** EP offers an option to preview sample items for a fee. It will be your responsibility to ensure that the cover indicated on the rental invoice fits the chair you wish to cover. If the rental item does not fit, you will not be granted a refund. Ensuring proper fit is your responsibility.
5. **Damaged /Missing/Lost Items.** The Lessee agrees to pay for any damage to, loss of, or any theft (disappearance) made on the rental items. Regardless of cause, except reasonable wear. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items. Items damaged beyond repair will be paid for at its full replacement cost (ten times the rental amount). The Lessee authorizes for the credit card provided by the Lessee to be used for any damages/missing rental items. You have the right to inspect any/all damaged or missing items within two weeks of the charge levied against you. You authorize us to charge you if three counts of the items return the same number of missing or damaged items. You may request an EP Damaged/Lost report. Damaged linen may be viewed, but any shipping involved in the inspection must be paid for by you if you cannot review the damage at our facility. We will count all items you return to us. If the count indicates a shortage, the shipping manager will re-count the linen for verification. If the count is still short of the items you rented, you will be charged. Your signing this contract signifies that you agree with our linen control process and agree that this process is the final determination that all rental items were returned. Your signing this contract consents authorization to charge your credit card in the event that items are not returned or damaged.
6. **Insurance.** We do not insure rental items for you (Non-Shipping). This must be done at your own expense if necessary when items are in your possession.
7. **Cancellations.** Deposits are partially refundable. This ensures that the chair covers are available for you at your event. Orders cancelled 90 days or more before the contracted event date are refundable less a handling, materials and postage fee. This fee can be determined by multiplying your deposit amount times twenty five percent. This covers the cost of turning away potential customers, any and all postage of materials, and various overhead costs incurred by us to ensure that your order is fulfilled with your utmost satisfaction. Orders cancelled from 90-60 days prior to shipping/delivery are subject to a 75% cancellation fee of the deposit. Orders cancelled less than 60 days prior to shipping/delivery are subject to a 100% cancellation fee equal to the deposit. Balances (due 14 days before your event date) are non-refundable without exception. Refunds cannot be made in any amount on rental chairs, at any time, for any reason.
8. **Deposit.** If the remainder of the contracted price is not received two calendar weeks before the event date, the items may not be delivered to you for the event. Discretion will be made by Elegant Presentations, Inc if the balance is not paid within two weeks of the event. This clause protects you so that your items are available for your event. A credit card (Visa, MC, American Express or Discover) must be given as part of your security deposit regardless of method of payment used to secure your rental items for the event. A portion of the order (10% or \$50.00 min.) must be applied to the credit card to prove viability.
9. **Packaging.** All items must be packed for their return as they were received. Sashes must be untied after use; failure to do so will incur a charge of \$.25 (twenty-five cents) per sash. If the items do not fit in the containers sent to you, you will need to fold some items. Ultimately, you are responsible for getting the items back to EP on time even if you must pay to ship the items to us separately in any additional boxes. You are also responsible to check for damage before the items are returned to Elegant Presentations, Inc and notify us of any damage. If any items are damaged or missing, you must call us (leave a message if need be) immediately to notify us of the issue the day you send the items back.
10. **Rental Items Responsibility.** You will be responsible for the items that are left at your location in a suitable secure location. A locked and secure location should be used to hold the items rented for your event. You will need to ensure that a responsible person protects the items rented, as you are ultimately responsible for them. Your facility is not responsible for replacing lost/stolen items, you are. You are wholly responsible for all items once they are received from EP or shipping carrier. Your responsibility is relieved once we have taken possession of all rental items at one of our facilities.
11. **Collection Costs.** The lessee will be wholly responsible for all costs associated with collection and litigation, including but not limited to, NSF check fees, reasonable attorney fees and costs of litigation to enforce the terms of this contract if the Lessee breaches the contract in any way.
12. **Enforcement.** The Law of the State of Illinois applies when interpreting and enforcing this contract. The parties agree that the Kane County, Illinois Circuit Court is the only jurisdiction that litigation may be brought to enforce any provisions of this contract.
13. **Facsimile.** This is done for the lessee's convenience. A facsimile copy with a signature is a valid legal binding consent. The lessee agrees that if a facsimiled-signed contract is sent to EP that is a legal binding representation of their consent to enter into this contract. You must also mail the original to EP as well.
14. **Breach.** If any part of this contract is breached in any way, you are authorizing your consent to apply any charges to your credit card by signing this agreement. No precautionary alerts will be given to you and you will not be able to refute the credit card charge if such actions placed you in Breach of this said contract.
15. **Late Return.** Return the items on the day you list below and no late charges will be levied against you. The Lessee agrees to pay an additional rental fee for each and every day the items are returned late. The charge will be 1/7th of your total invoice amount per day. This will be charged to you each and every day until the items are returned to EP or returned to the shipper (scanned into their tracking system.) By signing this contract, the Lessee authorizes for the credit card provided by the Lessee to be used for any late return charges. Time is the essence of this contract. Any extension must be given to you in writing to be valid. Failure to do so will accrue rental charges of no less than 100% of your rental invoice total for each week that the rental items are not returned. Charges will begin to accrue on the 2nd business day following your event if you fail to return or ship the items. Each subsequent day that passes with the non-receipt/shipment of your rental items will incur an additional day's rental (1/7th). The lessee agrees that the shipping carriers scanned time will serve as legal binding proof of when the items were taken into their possession. The total assessment of late fees shall not exceed the cost of the rental price per item invoice multiplied by (10) per each of the items rented. (Items replacement cost is usually 10 times the rental charge).

Lessee/Cardholder Signature (Please Sign)

Date

Your signature above signifies agreement to the terms and conditions found on this contract.

Form TRCVer5

16. **Finalization of order.** You may drop your counts by no more than 10% of the total item count. This change can be made at any time after the deposit has been received (thus confirming your order) up until 14 calendar days prior to the event when the remainder of the balance is due. There will be a \$40.00 (forty) dollar returned check fee assessed if a check is returned unpaid. It is the Lessee's responsibility to notify Elegant Presentations, Inc. of any changes to the original order including address changes, shipping and/or address changes and information, phone number, size needed and final counts of needed rental items. You must request a new invoice if any changes are made to your order from the initial order that you initialed. This changed invoice must have EP's confirmation and control number by the indicated change to be a valid requested change. Please review all invoices carefully as this confirms the items being rented.
- 17.

I will return all rental items (or package and ship all items or complete preparations of items for pickup) on the FIRST business day following my event date or I will accrue additional rental fees. I understand that if I, or my designee, do not return the items on the date listed below, that I would automatically be charged late fees per each day that such rental items are not returned/shipped to EP. _____ <Initial> <Fill in the date you are agreeing to return/ship/prepare the rental items> / / 20 ____	
List the DELIVER/SHIP TO information for the location where the items will be sent. Be as accurate as possible. Name: Address: City: State: Zip Code: Contact Name: Contact Phone Number:	List the Name, Address, and Phone Nbr for the persons(s) responsible for returning/shipping the items to EP. SELF (Circle Self if you will be returning the items yourself) -Or- 3rd Party (Circle if you will be designating someone responsible) Remember, you are liable if the 3rd party does not fulfill the responsibility. We cannot hold a third party liable for any charges) Name: Address: City: State & Zip Code: Contact Phone Number(s): Home: Work: Cell:

18. **Shipper Delivery: Additional conditions.** We are contracting with a national shipper on your behalf to deliver rental items to you for your event. In the event that they fail (is at fault) to deliver the items to you on time, we (EP) are not responsible if we can provide a tracking statement identifying that we (EP) sent the items to you in the time frame necessary for you to receive them in time for your event. You will be liable for all rental and shipping charges in any case. No refund can be requested from you by us in the event that the delivery carrier is at fault. You will need to recover any and all funds from the delivery carrier in the event that they failed to deliver the items to you on time. We will assist you in the process of this recovery, however rare this issue does arise (inclement weather, natural disaster, or plain delivery error). This also includes your inability to receive any packages on the delivery date. Having someone available to receive the packages is your responsibility; your inability to use the items (based on a specific date the items are needed) cannot be reason enough for any credit. Items are guaranteed to arrive one day earlier (at a minimum) than your actual event date. EP will never schedule a carrier pickup for your items for their return. You are responsible for ensuring that the items are en route to the EP on the first business day after the event date (listed below and on the invoice (TRI)). Regardless of whom you designate to return the items, it is your responsibility. By signing this contract, the Lessee authorizes for the credit card provided by the Lessee to be used for any and all late rental fees if the rental items are not shipped on the specific date listed above. Labels to return your rental items are always included with your shipment. If you do not receive the return labels with your shipment or cannot locate them, it is your responsibility to pay for the items return. Not having return labels in your possession is not an excuse for returning the rental items late. You must pay to ship the items back to us in the event that you cannot locate the return labels printed for the return of the rental items. If you or your agent cannot locate the return labels sent to you, you are responsible for getting the items back to us in the time frame specified on this contract. Time is of the essence in this contract.
19. **EP Delivery: Additional conditions.** If you chose to forgo utilizing us for your installation, you are responsible for packing all of the rental items in a return container (usually provided). If EP needs to collect or repack any items from your event location, you will incur a removal fee equal to one half of the quoted item rental fee per item or \$1.00 (whichever is less). By signing this contract, the Lessee authorizes for the credit card provided by the Lessee to be used for any and all additional installation/removal fees where you have decided not to use Elegant Presentations, Inc. to perform the linen removal and whereby the linen is not packed at the specified and mutually agreed location, date and time. You are responsible to work with any third party that takes possession of the rental items to ensure that a mutually agreed time and date will be set and honored for the pickup and delivery of the rented items. If the facility does not meet its obligation for prompt delivery or pickup availability, you will be charged for any subsequent rental fee or pickup charge. If the rental items are not prepared for pickup by the agreed upon pickup time, you will be charged a fee for the drivers time while waiting or for any return trip that will need to be made to retrieve the items rented. This fee will be equal to \$50.00 (fifty) dollars per hour.
20. **Customer: Additional conditions.** Any bags not returned will incur a replacement charge of \$50.00 (fifty dollars) per bag. Any hangers not returned will incur a replacement charge of \$.10 (ten cents) per clip (two clips per hanger). Any plastic Table Skirting clips not returned will incur a replacement charge of \$.45 (forty-five cents) per clip. Any Charger Plates returned dirty will incur a \$.50/plate cleaning fee. You must return all rental items on the first business day after your event, no exceptions.

Sign/Date ALL pages of this contract. RETURN THIS AND THE INITIALED ORIGINAL INVOICE TO CONFIRM THE RENTAL OF YOUR ITEMS.

Lessee/Cardholder Signature (Please Sign)	Date
Your signature above signifies agreement to the terms and conditions found on this contract.	
Form TRCVer5	