

## LOUNGE ESSENCE, LLC

### Terms and Conditions of Rental Agreement 2017

1. All rentals are for one event use only. **Event hours:** From: \_\_\_\_\_ To: \_\_\_\_\_ For **Event Date:** \_\_\_\_\_. Items are normally delivered the same day of the event and picked up at the termination of the event, at the standard delivery charge. During busy weekends, LOUNGE ESSENCE, LLC may deliver at least 2 days before and pick up 2 days after. Delivery and drop off schedules will be determined days prior to the event. Clients will be notified appropriately.
2. Additional fees apply for any rentals exceeding the scheduled return date. If items are not returned within the arranged date, replacement fees will be assessed and charged to the credit card on file.
3. A valid ID is required in order to secure all rentals.
4. Unless credit has been established, all rentals must be secured by a 50% deposit at time of order.
5. Full balance must be paid 1 week prior to the day of delivery. Acceptable methods of payment are: checks, cash and credit cards. A 3.5% card fee applies for all credit card transactions. \*In case of a bounced check fees may apply.
6. All orders not paid a week before the event will be required to pay with credit cards and cash only.
7. **NO REFUNDS ON DEPOSITS.**
8. No deductions may be made to an order 1 week prior to the event. Some additions may be allowed within a 48 hour period and may be subject to an additional labor and delivery charge.
9. All sub-rentals require nonrefundable deposits.
10. Deliveries & pickups are arranged during LOUNGE ESSENCE, LLC's normal business hours unless otherwise arranged. Additional charges will apply for other delivery and/or pickup instructions. Delivery charges vary based on geographical area.
11. Delivery fees are calculated depending on the round-trip distance and volume of rental. Set up is a separate fee. If LOUNGE ESSENCE, LLC's staff has to use elevators, climb up or down stairs at delivery site, an additional fee will apply.

- 12.** No credit will be given for unused items.
- 13.** Clients shall use all property in a careful and proper manner, comply with all applicable terms and conditions, and shall return the property in the same condition and good repair as received. Client hereby assumes all risk of loss and damage to the property from any cause.
- 14.** Client acknowledges that the rental property is of a size, design and capacity selected by client, and that LOUNGE ESSENCE, LLC has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. LOUNGE ESSENCE, LLC shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defects therein.
- Note: All rentals are for commercial use. Rentals will be delivered in its best condition.
- 15.** Client shall indemnify LOUNGE ESSENCE, LLC against any claim, action, damages and liability, including attorneys' fees, arising or connected with customer's use and possession of the rental property.
- 16.** To avoid any damages to rentals, all equipment should not be stacked for pickup. Linens should be returned free of stains and air-dried to prevent staining and mildewing. Additional charge will be assessed for non-compliance.
- 17.** If the event rental property is not returned, or is returned in a broken or damaged condition, customer will be charged retail price of rental item, and shall be due and payable upon billing in addition to the rental charge.
- 18.** No goods may be moved from the place of delivery without written permission of LOUNGE ESSENCE, LLC. Client shall have all equipment available for pickup by LOUNGE ESSENCE, LLC on the pickup date listed or agreed within the parties. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pickup. There will be a rescheduling fee added if client does not have rental items the day of pick up at the specified pick up time.
- 19.** Client shall not deliver possessions of the rental property to any individual(s) other than LOUNGE ESSENCE, LLC's employees.
- 20.** LED Dance floor lease requires a separate contract and a 50% deposit. Without an executed contract, the dance floor availability cannot be guaranteed. Additional lease conditions are contained in the "LED Dance Floor lease agreement." Client will be liable for any damage that occurs to any dancefloor panel.

- 21.** Every effort is made to fill your order exactly as requested. If circumstances prevent LOUNGE ESSENCE, LLC from doing so, LOUNGE ESSENCE, LLC reserves the right to upgrade the quality or find a substitute product.
- 22.** LOUNGE ESSENCE, LLC must be notified of any additions to the order quantities no later than 48 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.
- 23.** LOUNGE ESSENCE, LLC employees are not permitted to move household furniture. It is the client's responsibility to clear the setup area before LOUNGE ESSENCE'S staff arrives.
- 24.** For **pick up orders**: Person doing pick up must be included in contract and leave a copy of ID at time of pick up. Customer is responsible for supplying own moving supplies. Renter assumes full responsibility of item upon possession, and agrees to pay full replacement cost for lost or damaged items. Customer will remove all food particles, stains, dirt, mud, debris, and tape from tables and chairs to the best of their ability. Items returned with excessive stains, dirt or other will be added a clean-up or damaged fee.
- 25.** A valid credit card must be kept on file for *pick up orders*. The credit card will be used for damages, missing items, stolen items, late fees, replacement fees, added rentals or services. If credit card on file becomes invalid, expires or we are unable to authorize it, your non-payment will be considered a breach of contract. *Deliveries* are subject to damage fees as well if renter damages rentals upon possession.
- 26.** For outdoor events it is highly important to keep any furniture or items rented from exposure to any possible damages. If pick up has been scheduled for the following day the items must be protected by being placed in storage or canopies. Client is liable for damage to any items such as pillows, lights, batteries, slip covers etc.
- 27.** Rentals for indoor and outdoor events will be inspected at time of pick up. Client will be notified if there are any damages. If Illumination prohibits LOUNGE ESSENCE, LLC's from inspecting rentals at pick up, the items will be inspected the following day and client will be notified of any damages.
- 28. IMPORTANT: Turn off/unplug all type of lighting at the end of event.**
- 29.** A \$100.00 damage deposit check is required for any rentals with lighting. If no damages occur, deposit will be returned to client.

**INITIAL** \_\_\_\_\_

**LIABILITY RELEASE**

**IDEMNIFICATION:** Lessee assumes liability for, and shall indemnify, defend and hold harmless lesser, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, claims, penalties, suites, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lesser), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how and by whom operated, or any failure on the party of lessee to perform or comply with conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lesser against all claims, suites or proceedings commenced by anyone in which lesser is named as a party for which lesser is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lesser, and lessee shall be liable and responsible for all costs, expenses, and attorney’s fees incurred in the defense and/or settlement, judgment, or other resolution thereof. IN the event any such is commenced naming lesser as a party. Lesser may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for any reimburse lessee for all costs, expenses, and attorneys fees incurred by lesser in such defense.

**Purpose of this Clause:** The indemnities and assumptions of the liabilities and obligations herein, provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

\_\_\_\_\_  
**Signature of Lessee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Authorized Person to Pick Up

\_\_\_\_\_  
Rental Return Date