





## Rental Agreement and Conditions

1. Reservations are strictly on a first-come first-served basis.
2. You must be at least 18 years of age to sign the rental contract.
3. Rental prices quoted are for a 1 to 2-day period or the current price list given to client at the time of consultation. Arrangements can be made for the day before delivery or client pick up depending on the item availability and schedule availability. Please call with special circumstances. Additional days incur an additional day's rental fee without prior approval.
4. Rental items may be reserved by paying 50% of the rental price plus tax at time of reservation. The remaining balance is due 14 days prior to pick-up.
5. A valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added items. The credit card will be charged if changes are made the day of the event, such as additional items are requested or required.
  - If you submit a check that is subsequently returned, you will be required to pay in cash or credit card only. A \$30 fee is assessed on all returned checks. Check payments are not accepted the week of the event.
6. Please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rental items for your event date, and thus **all payments are non-refundable**. All services may be cancelled if received in writing no later than 30 days prior to the event. You would not be obligated to pay the balance of your invoice. A credit in the amount of the deposit will remain on file if the event is postponed.
7. In the event of a Force Majeure (circumstances beyond our control) arise making it difficult or unavailable to continue with the event as planned such as a global pandemic, war, riots, fire, flood, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract, we will work together to reschedule a new date or if a new date is not an option and the client (renter) or The Shabby Chic Sisters (lessor) must cancel, we will not be able to issue any refunds due to any of these circumstances.
8. No services contained in this agreement will be rendered, delivered or available if balance is not paid in full prior to your event. The last day to remove items from your order is 1 week prior to your event.
9. All items must be picked up and returned according to the "RENTAL START DATE" and "RENTAL RETURN DATE" stipulated on the invoice. Late return fees are charged by the day as stated below until returned. A police theft report will be filed after one week past date due of non-returned items and civil charges filed after one month past return date.
10. No subleasing. Title to the rented property is and at all times shall remain with lessor. Only the parties hereto and such person whose names are endorsed hereon are authorized to use said property and renter will not permit said property to be used by any other person or venue without the consent of the lessor. Property may not be altered.
11. Rentals must be picked up in a secure vehicle. A valid driver's license for the driver, a credit card and ID from the card holder must be on file.
  - Bulky order pick-up: Bulky orders must be picked up in a full size pickup with tailgate, moving blankets, and tie-downs. Customer is responsible for supplying own moving supplies. Pickup trucks arriving in rainy weather or without appropriate supplies will be denied rental and will not be eligible for refund. Tarps are not acceptable as an alternative to an enclosed vehicle.

- Small order pick-ups: Small orders may be picked up in a car or vehicle of choice, but all items must be in the enclosed portion of vehicle.
  - No flat-bed trailers allowed for ANY order, no exceptions. Any client arriving in a flat-bed trailer will be denied rentals and will not be eligible for a refund.

12. Should bad weather or wind become an issue due to outdoor events, Lessor reserves the right to refuse to release such items. The renter assumes all risks and hardships involved with having an outdoor event. Renter is not responsible for revising event design the day or two prior to the event, should inclement weather be ensuing. If renter chooses to chance the weather, the renter assumes full responsibility for wind and weather damages.
13. Upon termination of this Agreement, renter will promptly return the rented property and all accessories and parts belonging thereto to the lessor at the lessor's place of business, in the same condition in which the property was received and agrees to pay for any damage to or loss of such property while in the possession or control of renter.
14. In the event that the lessor must resort to litigation to recover damages caused to or loss of such property, renter also agrees to pay lessor's reasonable attorney fees and court costs.
15. Rental charges cannot be applied against replacement fees of lost items or cost of repairs of damaged items.
16. Lessor (The Shabby Chic Sisters) shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by you, or by any of your employees, agents, invitees and guests due to your use of the items rented. Moreover it is agreed and understood that you shall defend, indemnify and hold harmless Lessor and it's officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property.
17. Renter acknowledges receipt of the chosen items. The parties agree that the items were inspected by lessor (The Shabby Chic Sisters) and personally examined by the renter at the time delivery or pick-up by renter and that the items were in good condition. Lessor: \_\_\_\_\_ Renter: \_\_\_\_\_

**Fee Structure**

- \*Late Returns: \_\_\_\_\_ per day until returned
- \*Damages: \$5.00 and up according to the degree of damage
- \*Lost/Non-returned Items: Assessed at cost of replacement
- \*Returned Check: \$30.00

I have read and understand the Rental Agreement policies and agree to abide to them.

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

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

Signature of Guardian (if renter is under 18) \_\_\_\_\_ Date \_\_\_\_\_