

Standard Rental Contract - Single Order



Customer signature below indicates agreement to the following provisions:

1. **LINEN EFFECTS RESPONSIBILITIES:** Linen Effects, LLC. (LE) will provide rental items and services as specified on the LE invoice number listed below.
2. **CUSTOMER RESPONSIBILITIES:** Customer is liable for all damage, destruction, loss, or theft regardless of whether rental items were turned over to any 3rd parties including (but not limited to) caterers, set-up personnel, hotels, etc. If LE is setting up rental items, customer liability begins when LE is done setting up and no longer has control over the products. LE cannot assume any responsibility for items whenever they are not under direct control of LE such as during the event. Final counts are due at least 7 business days prior to ship date. Linen Effects reserves the right to refuse changes with less than 7 business days notice.
3. **RENTAL PERIOD:** Customer agrees that rental charges will not be reduced for items not used. Rental period is defined by the ship date and return date specified on the LE invoice listed below. Products not returned by the specified return date are considered missing and replacement charges may be added to the invoice. Customer agrees to return rented items on the agreed return date as specified on the LE invoice OR to arrange for LE to pick up rented items. LE reserves the right to charge additional rental for items returned after the agreed return date.
4. **CARE AND RETURN OF PRODUCTS:** Customer agrees to take care to prevent mildew from forming on linens by separating damp linens, not storing damp linen in plastic bags or sealed containers, not leaving any linens in damp areas, not setting up linens where they are in constant contact with damp grass, promptly returning all items, etc. Mildew is permanent and will result in replacement charges. Wax generally comes out in the wash, however excessive wax may result in additional cleaning charges. Burn holes or other permanent damages will result in replacement charge. Chair sashes must be untied to prevent additional labor charges. Pins must be removed. Dishes, glassware, and flatware must be rinsed prior to return and returned to original packaging to prevent additional labor charges. All boxes and crates must be returned to avoid replacement charges.
5. **CANCELLATION or CHANGE POLICY:** Orders canceled more than 60 days from ship date are charged the smaller of \$250 or 50% of the original order total. Orders canceled 7 - 60 days from ship date are charged the greater of \$250 or 50% of the original order total. Orders may be reduced by up to 25% without penalty if made with more than 7 days notice. Orders reduced by more than 25% more than 60 days from ship date are charged the smaller of \$250 or 50% of the items canceled. Orders reduced by more than 25% within 8 - 60 days of the ship date are charged the greater of \$250 or 50% of the items canceled. Any refunds for orders changed or canceled with 7 or less days from the ship date, will be at LE's sole discretion. Some items including sub-rentals and special order products have additional restrictions.
6. **SHIPPING:** Rental items shipped via UPS, FED EX, or other carriers must be checked in and inspected by customer immediately upon receipt. All problems must be reported to LE immediately. No credit will be given for missing or damaged items reported after the event. Customer is responsible for all breakage, damage, lost, missing, and stolen items.
7. **PAYMENTS & SECURITY DEPOSITS:** Customers without payment terms agree to pay a deposit of 50% of the quote. Order is NOT CONFIRMED and rental items are NOT RESERVED until a 50% deposit has been paid. If deposit is not included with this contract, customer grants permission for LE to charge the credit card listed below. Regardless of payment method, customer must provide LE with a valid credit card as security, and agrees that this credit card may be charged for all damaged, missing, lost, or stolen items as well as all unpaid balances. Customer agrees that if a credit card is provided for security purposes only, it may be "test charged" up to 10% of the order total in order to ensure the validity of the card. The amount "test charged" will be refunded back to the card within 24 hours. Check cards, debit cards, and pre-paid debit cards are NOT accepted. Payments by check MUST arrive at least 5 business days in advance of ship date. Customer grants permission for LE to charge any remaining balance due to the credit card listed below if remaining balance has not been received at least 5 business days prior to the ship date. All payments by any type of payment card or electronic payment system will be charged a non-refundable 3% convenience fee. If customer breaches or defaults in payment or otherwise, LE shall be entitled to recover from customer all attorney's fees, legal expenses and costs incurred by LE to enforce the provisions of the contract.
8. **MISSING/DAMAGED PRODUCTS:** Customer agrees to pay replacement charges for items not returned as scheduled or returned damaged. LE agrees to provide timely notice to customer of missing or damaged items to allow customer time to locate and return those items. If missing items are returned, LE will gladly refund any replacement charges, less any additional rental due. Customer may pick up and keep damaged items within 1 week after which those items will be discarded. Customers with payment terms agree to pay replacement charges and/or additional rental charges within the agreed existing payment terms and agreement. Rental charges will not apply towards replacement charges.
9. **MISCELLANEOUS TERMS:** This contract together with the LE Quotation and the LE invoice with the number listed below set forth the final, complete, and exclusive agreement between LE and customer, and this agreement fully supersedes all prior agreements, discussions, negotiations, and understandings between the parties on the subject matter. If any provision of this contract is held by a court to be unenforceable, the remaining provisions of this contract shall remain in full force and effect.
10. **ACCIDENTAL DAMAGE WAIVER (Optional):** Accidental Damage Waiver is NOT insurance. Customer is still responsible for all personal injury or property damage as set forth in this rental contract. The Accidental Damage Waiver protects customers against accidental damage to rental equipment, except for the following: (a) fire; (b) equipment other than tents left unprotected during inclement weather; (c) dishonest acts; (d) misuse or abuse; (e) theft or loss of equipment; (f) violation of the law or any terms of this contract; or (g) overloading or exceeding the rated capacity of the equipment; (h) damage to weighted tents regardless of the cause; (i) damage to tents due to snow or ice overloading or (i) mildew. Accidental Damage Waiver can be added to or removed from a contract up until, but not after, the out date listed on the contract.

Name: _____

Phone Number: _____

Invoice Number: _____

Event Date: _____

Signature: _____

Today's Date: _____