



## Rental Agreement

This agreement is entered into by and between Borrowed Treasures Party Rental, LLC ("BTPR") and (Name) \_\_\_\_\_ hereinafter referred to as the ("CUSTOMER"). All rentals and services are provided for the **EVENT DATE OF** \_\_\_\_\_ according to the following terms and conditions:

- 1. GENERAL CONDITIONS.** BTPR agrees to provide all rentals and services to the CUSTOMER as outlined on all open invoices associated with the CUSTOMER on the event date listed above.
- 2. HOURS OF OPERATION.** BTPR operates by appointment only. Appointments are available Mon-Sat 9:00 am to 5:00 pm and Sun 9:00 am to Noon.
- 3. RENTAL PERIOD.** Our rental rates are assessed "per event", which we consider to be a maximum of 72 hours, allowing for a day of delivery and set-up, a full day for the event, and a day for take-down and return.
- 4. PAYMENT TERMS.** The CUSTOMER agrees to pay any open invoice balances in full within 7 days of their event date. Rentals will not be scheduled for delivery or released for pick-up until full payment is received. BTPR may cancel any reservation not paid accordingly.
- 5. PAYMENT METHOD.** Payments are made online only and processed through PayPal. **Visa, MasterCard, Discover, American Express, Debit Cards, PayPal, and PayPal Credit** are accepted forms of payment. BTPR does NOT accept cash or checks.
- 6. RESERVATION DEPOSIT.** A Reservation Deposit equal to 25% of the invoice total is required for all reservations. This deposit is NON-REFUNDABLE and will be applied to the invoice balance.
- 7. RESERVATIONS.** The Reservation Deposit along with a signed Renters Agreement are required to secure a reservation. Rentals are not guaranteed available until BTPR receives both items.
- 8. DAMAGES OR LOSS.** The CUSTOMER assumes the responsibility of all damages and loss, regardless of the cause, except for reasonable wear and tear, while rental items are out of the possession of BTPR. Reasonable wear and tear is determined by BTPR. Damages include but are not limited to: missing, broken, damaged, and/or excessively dirty rental items. Unless otherwise noted, on the invoice, damages are calculated at 5 times the rental rate for that item. Rentals returned excessively dirty, as determined by BTPR, will incur a \$25.00 cleaning fee per item.
- 9. PAYMENT OF DAMAGES OR LOSS.** The CUSTOMER will be notified of any damages or loss within 7 days of rental return. A detailed invoice of all damage or loss charges will be provided. This invoice is due within 14 days of receipt. Accrued rental charges may not be applied against the replacement cost of damaged or missing rentals. Photos of damages will be provided upon request. Damaged items are discarded within 10 days of the damage invoice date unless the CUSTOMER requests to pick the items up. After these 10 days the CUSTOMER gives up all rights to the rental items.
- 10. DELIVERY.** BTPR offers a standard Tailgate Delivery Service as well as a Custom Delivery option. The CUSTOMER agrees to abide by BTPR delivery policies. Rental items will not be released without a signed delivery policy.
- 11. CUSTOMER PICK-UP.** The CUSTOMER may pick-up rental items directly from BTPR. The CUSTOMER agrees to abide by the Customer Pick-up Policy. Rental items will not be released without a signed policy.
- 12. CHANGES.** Changes may be made up to 7 days prior to the event date. The revised invoice total shall not decrease by more than 20% of your original invoice total. All changes must be made in writing and emailed or mailed to BTPR to avoid confusion.
- 13. CANCELLATIONS.** A 14 day notice is required to cancel orders and/or services; requests must be made in writing and emailed or mailed to BTPR. The Reservation Deposit and all payments to date are NON-REFUNDABLE. If cancellation is made with less than a 14 day notice, the CUSTOMER will be contractually bound to pay the remaining invoice balance.



CUSTOMER INITIALS \_\_\_\_\_

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**14. CONDITION OF RENTALS.** BTPR rents antiques as well as new merchandise. Antique rentals will not be in “new condition” and will not be free of flaws and/or defects. The CUSTOMER is responsible to inspect each piece to determine if the condition is suitable for their needs.

**15. INSPECTION.** The CUSTOMER is renting all rental items on an AS IS basis. The CUSTOMER is responsible to inspect rental items prior to their use and notify BTPR of any defects.

**16. CANDLE USAGE.** Only drip-less, mechanical, or flameless candles may be used in BTPR rentals. If rental items are returned with wax residue, a \$25.00 clean up fee per item will be assessed.

**17. CHALKBOARDS USAGE.** Only stick chalk or pencil chalk is to be used on chalkboard rentals. Liquid chalk and wet chalk do not clean off easily and may require repainting. The repainting fee is \$25.00 per chalkboard.

**18. WEATHER.** BTPR does not issue refunds for any reason, including inclement weather. The CUSTOMER assumes full responsibility of damages due to wind and/or weather conditions. Please be certain all rental items are secured when not in use and protected from the weather.

**19. RENTAL RETURN.** The CUSTOMER agrees to return all rental items by the agreed Return Date in the same condition as when the items were received, ordinary wear and tear expected. All rental items should be returned free of food, candle wax, debris, or dirt. Rental items should be secured with the supplied packaging materials and packaged in the appropriate container in which they were delivered. The CUSTOMER is responsible for all packaging containers and material. If lost or damaged, a \$20.00 fee will be assessed per packaging container.

**20. LATE FEES.** The CUSTOMER agrees to return all rental items to BTPR upon termination of the rental period. If rentals are not returned on time, the CUSTOMER will be charged BTPR standard rental rates until items are returned. If the CUSTOMER cannot be reached, within 7 days of the return date, rental items will be presumed stolen and appropriate action will be taken by BTPR.

**21. RESPONSIBILITY.** The CUSTOMER assumes responsibility for all items rented from BTPR from the time of delivery or pick-up to the time that the rentals returned. This includes the boxes, containers, and packaging materials used to transport rentals.

**22. HOLD HARMLESS AND INDEMNITY.** The CUSTOMER agrees to assume the risk of, and hold BTPR harmless, for any damages and/or injury caused by the use of the provided rental item(s). The CUSTOMER assumes all risk of personal property damage, personal injury, or negligence on the part of the CUSTOMER or a third party.

**23. COLLECTION COST.** The CUSTOMER agrees to pay all reasonable costs of collection, including court costs, attorneys' fees and other actual expenses incurred by BTPR in the collection of the charges due under this Rental Agreement, or in the retaking of the Rented Items or in enforcement of the terms of this Rental Agreement, or in any other action related to this Rental Agreement.

**24. Entire Contract.** BTPR and the CUSTOMER hereby agree that the Rental Agreement, Invoice, and Delivery Policy shall constitute the entire agreement between BTPR and the CUSTOMER and that no prior agreement, quote, correspondence, or oral statement shall modify, alter, or in any way affect the terms thereof. By signing this agreement, the CUSTOMER acknowledges that they **HAVE READ AND UNDERSTAND THE RENTAL AGREEMENT OF BORROWED TREASURES PARTY RENTAL, LLC. AND AGREE TO ALL TERMS AND CONDITIONS OF THE AGREEMENT AS OUTLINED.**

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

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