

## Rental Terms & Agreement

### **1. Pricing and Product Availability**

We hold pricing and guarantee product availability for 14 days after the proposal date.

### **2. Required Deposit**

Rental, Sound, Lighting, and DJ services require a signed Customer Agreement and \$100 deposit. Final changes, substitutions and final counts are due within 14 days of rental date. Total remaining balance is due upon pick up, delivery, or arrival at event. Some items may be ordered or customized just for your order. These orders may not be changed within six weeks of your event and must be paid for. These items will be designated on your event order.

### **3. Delivery Fee**

Our delivery charges begin at \$10.00. The delivery fee is calculated based on the number of items, bulkiness, and delivery location. For table and chair rentals, SES will provide free local (within 20 miles) delivery on orders over \$300. All containers and packing materials must be returned with your order, or fees will be assessed. Items must be gathered and ready for loading following event. Delivery includes drop off and next day pick up. (Except Sundays). Same day pick-ups and pick-ups after 5 pm incur additional fees unless previously discussed with SES. Items must be stored indoors, in a secure location until pick-up. If you, the renter, will not be available during pick-up, it is your responsibility to coordinate with the venue to ensure all items are gathered together in the correct location. If customer has elected to not pay for setup charges, then you must provide all setup. If customer elected for no tear down, then all items must be torn down by customer, and replaced into the appropriate boxes. Tables and chairs must be broken down and stacked as they were upon delivery.

- Round Trip Delivery: Delivery fees are assessed based on a two-trip basis (one to deliver and one to pick-up). If additional trips are required, you will automatically be billed. If your ceremony and reception are in two separate locations, additional delivery fees will apply. A responsible party (you or another adult 21 years of age or older) must be present upon delivery to sign the delivery slip and accept the items suitable for use. Any services added at that time will be charged to your account.
- Extended Load In/Out or Non-Standard Deliveries: Standard delivery fee includes drop off at the lowest level of the structure. Certain job sites require labor intensive load in/out (including elevators/stairs) and these logistical details must be arranged prior to your event. Labor intensive deliveries range from an additional \$50 - \$200. Please be specific about the delivery details of your location prior to making the reservation. If SES discovers a special delivery situation upon arrival, an extra fee will be added to your total.
- Return Pick-up: If items are not accessible upon pick-up, an additional day rental fee and additional trip fee will be charged, regardless of fault. Client has the option to return items to avoid this fee. It is not SES's responsibility to ensure the items are ready for pick-up or to look for missing items. If items are not returned within three (3) days, replacement fees will be assessed on top of the rental fees, no refunds, no exceptions.

#### 4. **Set-Up Fees**

This fee includes the setup or installation of the rented item and/or applying only the decorations that WE PROVIDE. Fees are based on total number of items, assembly time and installation involvement. We do not install or decorate with items that were not provided by us. The set-up fee does not include breakdown, cleanup or removal. A tear down service is available for an additional fee.

- Client Set-up: If you opt to perform the set-up yourself, all rented items including accessories and small parts must be placed back into proper containers and cleaned if necessary. Please not discard small rented items. All containers, boxes, totes, and packing materials must be returned to avoid replacement fees.

#### 5. **Late Returns**

If items are returned late, the customer will be charged for an additional day. If items are not returned within three days and customer is not able to be reached, replacement fees will be assessed and charged. Communication is important.

#### 6. **Pick-Up Rental Requirements**

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. Items must be returned on your due date to avoid additional charges. Any items missing upon return are automatically charged for replacement or late fee (additional day). Client is to inform us upon arrival if something is damaged or missing.

#### 7. **Bulky order pick-up (truss, lifts, etc.):**

Bulky orders must be picked-up in a full-size pickup with tailgate, moving blankets, and tie-downs or in an enclosed trailer with proper tie downs. Customer is responsible for supplying own moving supplies. Pick-up trucks arriving in rainy weather or without appropriate supplies will be denied rentals and will not be eligible for a refund. Tarps are not acceptable as an alternative to an enclosed vehicle. **Stage and Chairs are available for delivery only.** Tables must be picked-up in an enclosed vehicle, van, covered trailer, or box truck. 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. You may request a last-minute delivery and we will do our best to accommodate you, but there are no guarantees.

#### 8. **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.

#### 9. **Damaged/Missing Items**

Renter assumes full responsibility of item upon possession and agrees to pay full retail replacement cost for lost or damaged items. Should Item be discontinued, Renter shall pay retail cost on a suitable replacement unit as deemed appropriate by Shoals Event Specialists, LLC.

#### 10. **Weather Related Issues**

SES does not issue refunds for any reason, including inclement weather. Should bad weather or wind become an issue, SES reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate an indoor function. The client assumes all risks and hardships involved with having an outdoor event. Please discuss "Plan B" with your coordinator and venue. SES is not responsible for revising your event design the day or two

prior to your event, should inclement weather be ensuing. It is our desire that your event go as smoothly as possible. However, if you choose to chance the weather, the client assumes full responsibility for wind and weather damages. If SES arrives for a delivery and the weather is bad or impending, we will call you or a contact person to discuss options. Please always provide an additional contact name and number should you be unavailable the day of your event.

**11. Payment Terms**

Shoals Event Specialists accepts payments in the form of Cash, Check, Credit Card, Debit Card, & Paypal. We will be happy to set up a payment plan for you leading up to your event. Damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above will be charged via invoice and payable upon receipt of invoice. Day of event add-ons shall be paid for with cash. If you submit a check that is subsequently returned, you will be required to pay in cash only. A \$50 fee is assessed on all returned checks. All payments made via check are required to be paid no later than 14 days before your event to ensure sufficient funds. Late payments – refers to any payment not received by your event date. Payments after this date will have to be made by cash. Check payments are not accepted the week of the event.

**12. Payment for Damaged/Missing Items**

When you return your items, the office manager will check the items in but is not responsible to check for missing or damaged items. This will be done by our warehouse manager and you will be notified by phone of any missing or damaged items within seven (7) days. SES will notify you within one week of the event if damages are discovered, or items are found to be missing upon sorting, laundering and counting. Damaged items are discarded within 10 days unless the client requests to come pick them up. After 10 days, the client gives up rights to the item(s). Photos of damages will be submitted as proof upon request

**13. Orders and Changes**

All order/service changes must be placed in writing or emailed as to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email. Additional services require an appropriate deposit unless other terms are specified. Emails are considered legal and binding and do not require a signature to be valid. If changes are made the day of the event, a responsible party must sign for them upon delivery & pay with cash. Substitutions are allowed with a 14 day notice. No substitutions are allowed within fourteen (14) days of the event. Items may be allowed based on availability.

**14. Cancellations**

Please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rentals and services 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, unless you placed a special order for an out-of stock item which was purchased specifically for your event. In such cases, you would be contractually bound to pay the balance due on the account. A credit in the amount of the deposit will remain on file if the event is temporarily postponed.

**15. Non-Payment/Breach of Contract**

No services contained in this contract 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 2 weeks prior to your event.

For Individuals: No payments will be accepted beyond the event date. No exceptions!

For Corporate Accounts: Payments will be billed to be paid upon completion of event. Payments not made within 7 days of the end of the event will be considered non-payment and billed a late fee of \$25 per day.

**The following circumstances are considered a breach of contract:**

If payments are not received by the due date your non-payment will be considered a breach of contract, and all previous payments are forfeited.

For those on payment plans, if payment is not received in a timely manner, SES will consider your rented items and services available for another client's use. SES is not contractually obligated to accept payments beyond the due date, nor refund previous payments. We will schedule another client's event on your event date if we have been unsuccessful in contacting you or obtaining a response from you regarding payment. We will attempt to contact you using all phone numbers and email addresses. You will not receive a notice in the mail. We understand that some things happen which are out of your control and we will work with you if you experience difficulty. It is possible to modify your contract, but it must be approved by SES. Communicate with us!

**16. Cleaning/Preparation and Room Readiness**

If, upon arrival, SES discovers that tables, containers or other items require cleaning before we can properly setup your rentals, SES will charge your account for cleaning and preparing the necessary areas/items. Or, SES may have to simply drop off items and proceed to another event with no refunds being issued for paid set-up fees.

Example 1 - Tables that have beverage/food debris must be cleaned before we will install table linens. We will not install linens on soiled or damaged tables, as they may stain or snag. Please check with your service provider prior to booking your event to ensure proper preparation.

Example 2 - If your facility provides the tables and chairs, and has agreed to set up the room, and it is not ready upon arrival, SES may have to simply drop off the items and proceed to another event, and no refunds will be issued for paid setup fees. If time permits, we will setup the room so that we may make an effort to perform our contractual obligation with you to complete the setup portion of your order. Please provide a telephone number for your Coordinator or family member who is in charge on the day of the wedding to discuss these types of issues, should they arise. Your account will be charged for the additional labor without additional consent. (It is important for these details to be settled ahead of time) We cannot keep other clients waiting who have scheduled deliveries and setups.

**17. Damaged Rentals**

Wax Damage to Linens - If damage or stains occur which require extra cleaning, client will be notified and billed of such services within 10 days after the event. Such damages would include wax stains. This is the most common cause of damages to linens. All candles must be in a glass container or set on a mirror, candle stand, glass or protective cover to eliminate wax spills on the linen. No candles are to be placed directly on the linen without an appropriate holder. If burns occur, the item is considered damaged, and must be replaced. If there are any wax stains at all, even a small dot, the item will be considered damaged and will also need to be replaced.

Ink Damage to Linens - Ink and marker stains will not come out, so please do not provide coloring books for children on tables that you have rented linens for. Butcher paper from the craft store is more appropriate. You can still create a centerpiece for the children's table to tie it in with your other guest tables.

Chocolate Stain to Linens - For clients renting linens: SES offers a plastic table covering rental for \$8 to be used under items such as chocolate fountains. This will prevent permanent damage to our linen and possible replacement fees. If the client refuses the covering, the client assumes full responsibility for the chocolate stains and the replacement fee starting at \$40-\$80 for each table linen affected.

**18. Clean-up Service**

SES offers After Event Cleanup Services. The price is \$2.50 per guest with a \$300 minimum.

**19. Misuse of Items**

Upon pickup or delivery, if SES perceives that misuse will occur, we will NOT leave the items and no refunds will be issued.

**20. Liability Waiver**

The renter agrees that Shoals Event Specialists, LLC. holds no liability for any damage or injury caused by the use of rental items to renter or any third party. The renter assumes all risk of personal property damage or personal injury. If any accident involving SES's rental items occurs while it is in renter's possession, renter shall make SES aware by written statement of details of occurrence of event including police report and names and addresses of witnesses.

**Payment Plan:**

Client has paid \$\_\_\_\_\_ deposit. Clients payments to date (including deposit) \$\_\_\_\_\_.  
Clients remaining balance is \$\_\_\_\_\_.

\$\_\_\_\_\_ shall be paid every \_\_\_\_\_ with final payment due on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_ for a total amount of \$\_\_\_\_\_.

This agreement is entered in upon the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. By  
and between Shoals Event Specialists, LLC. and \_\_\_\_\_.

*Shoals Event Specialists LLC*

\_\_\_\_\_  
Shoals Event Specialists, LLC Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Signature