



Terms & Conditions

DAMAGES / MISSING / LOST ITEMS - The lessee agrees to pay for any damages to, loss of, or any theft (disappearance) made on the rented items, regardless of cause or fault, unless the renter accepts and pays for the damage waiver (details listed under DAMAGE WAIVER). Accrued rental charges cannot be applied towards the purchase or cost of repair of damaged or lost items. Items damaged beyond repair will be paid for at its full replacement cost, plus the cost of any freight charges. The lessee authorizes for the credit card provided by the lessee to be used for any damaged/missing rental items. You have the right to inspect any/all damaged rental items at our facility within a reasonable amount of time after the incident.

DAMAGE WAIVER - An optional 7.5% damage waiver will be applied to all items rented through Luxe Party Rentals LLC. Upon agreement and acceptance of the damage waiver, the renter shall have no responsibility for physical damage to the rented equipment, except for the circumstances listed below, for which the renter shall be responsible. (a) Loss or damage due to theft or mysterious disappearance, shortage disclosed upon inventory at time of pickup, or damaged equipment left outside that suffers water damage due to rain, sprinkles, or dew. (b) Use of equipment in violation of any of the terms of the rental agreement such as overloading or exceeding the rated capacity of the equipment, or damages caused by using the equipment for anything other than its intended purpose. (c) Loss or damage caused by infidelity of the renter, his employees, or persons to whom the equipment is entrusted. (d) Damage waiver does not cover mildew, burns, rips, tears, or candle wax on linens. (e) Renter further agrees that dealer shall be subrogated for any recovery rights that renter may have for damage to the equipment rented hereunder, in the form of insurance protection for such damage. If renter has insurance covering such loss or damage, renter shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and renter further agrees to assign said claim and pay any and all proceeds from such insurance to dealer. Upon request to dealer, renter shall furnish name of his insurance agent, insurance company, and complete information concerning insurance coverage. Dealer's waiver of claims against renter herein set forth is contingent upon renters prompt making of and submission to dealer of copy of police report.

CLEANING FEE - A cleaning fee of 50% of the rental price will be assessed per item and charged to your credit card if the items are returned unreasonably dirty. Please clean your rented items prior to stacking them for pickup or before returning them to our facility if they are unreasonably dirty. This excludes rented linens and dishes. Please do NOT try to clean your rented linens. All linen pricing includes a cleaning fee for us to clean them. Please shake all debris off of linens, and return them in the provided bags. Do NOT seal wet linens in bags. They will mildew, and you will be charged the full replacement cost. We have up to 2 weeks after your event to report any damaged to your rented linens. Dishes must be returned free of debris. If there is food left on these items, we will charge an additional cleaning fee totaling 50% of the rental price of these items.

PERMITS - Unless otherwise specifically arranged, renter is responsible for any and all permits, permissions, or inspections required for installation or use of a tent or beach setup.

LENGTH OF RENTAL - Standard rates are for a 24 hour rental, unless we have an agreement for additional time in writing. You are still responsible for the rented items for whatever amount of time they are at the delivery location or in your possession.

DELIVERY - Item rental fees do not include delivery. If you require delivery, we charge an additional fee. Delivery only covers us dropping off the rental items at ground level, up to 100 feet from where we can get our truck/trailer up to. If you need additional services to haul items where they need to be setup, you will be charged our standard rate of \$25 per person, per half hour. Unless we are notified ahead of time, we have the right to refuse these additional services if they conflict with another scheduled delivery. Someone needs to be onsite when we arrive for your delivery to count and sign off on all items.

SETUP & BREAKDOWN - Item rental fees and delivery fees do not include setup or breakdown of your rented items, unless otherwise specified on this agreement. Our basic setup and breakdown fees are listed on our website. These are basic prices for setup at ground level only. You may be billed for additional labor at a rate of \$25 per person per half hour for setup/breakdown if conditions such as stairs, soft sand, etc. are not known to us at the time of booking. Unless we are notified ahead of time, we have the right to refuse these services if they conflict with another scheduled delivery.

CUSTOMER SIGNATURE: _____



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SELF INSTALLATIONS - If you elect to forgo using us to deliver or pickup your rented items, you are responsible for them while they are in transit, and you are responsible for having them returned in a timely manner. If you elect to forgo using us to setup and/or breakdown your rented items, you are responsible for ensuring that all items are re-packaged or stacked in the exact same fashion and location that they were delivered, before your scheduled pickup time. Failure to do so will authorize us to charge you additional labor at a rate of \$25 per person per half hour.

PROHIBITED USES - Use of rented items in the following circumstances is prohibited and constitutes a breach of contract: Improper and unintended use or misuse, Use by anyone other than the lessee, Use on any other date, time, or other location than the event location furnished by the lessee.

RENTAL ITEMS RESPONSIBILITY - You are ultimately responsible for the rented items that are left at the event location. A locked and secure location should be used to hold the rented items for your event.

EQUIPMENT FAILURE - If the equipment becomes unsafe during use, the lessee agrees to discontinue use and notify Luxe Party Rentals LLC immediately. If available, we will replace the equipment with similar equipment in good working order. Luxe Party Rentals LLC is not responsible for any incidental or consequential damages to persons or property.

WARRANTIES - There is no warranty, either expressed or implied, that the rented items are free of defects or that the rented items are suited for the customers intended use. Please refer to our website for more detailed item descriptions.

BREACH OF CONTRACT - If any part of this contract is breached in any way, you are authorizing your consent for us to apply any applicable charges to your credit card by signing this agreement. No precautionary alerts will be given to you and you will not be able to refute the credit card charge if such actions placed you in breach of this contract.

COLLECTION COSTS - The lessee will be responsible for all costs associated with collection and litigation, including but not limited to, NSF check fees, reasonable attorney fees, and costs of litigation to enforce the terms and conditions of this contract if the lessee breaches this contract in any way. There will be a \$40 return check fee assessed if a check is returned unpaid. You are authorizing us to charge your credit card for this fee plus the amount of the returned check.

OUR RIGHTS - We reserve the right to cancel this contract, at any time, for any reason due to the nature of the rental products. Acts beyond our control (thus disabling us from honoring our contract) also reserves us the right to cancel your event in any case at any time. Monies paid to Luxe Party Rentals LLC by you will be returned to you in this case. We also reserve the right to not setup for your event if there is or potentially is bad weather. No refunds are given in the event of bad weather. We have the right at all times to enter the premises where any rented items are located for purposes of inspecting it, observing its use, or removing it from customers premise.

HOLD HARMLESS AGREEMENT - Lessee agrees to assume the risk of and hold Luxe Party Rentals LLC harmless for any and all damage to persons or property caused during loading, unloading, pick-up, delivery, use, or by the goods whether used properly or improperly and/or whether such damage arises out of Luxe Party Rentals LLC negligence. We are as careful as possible, but due to the nature of our work, we are not responsible for damage to shrubs, trees, underground systems, etc.

PLEASE REFER TO OUR RENTAL FACT SHEETS AND WEBSITE FOR SPECIFIC ITEM DESCRIPTIONS, RULES, AND ADDITIONAL INFORMATION REGARDING TENT INSTALLATIONS, ETC.

TO AVOID ADDITIONAL CHARGES ON THE DAY OF YOUR EVENT, WE STRONGLY ADVISE THAT YOU REVIEW OUR RENTAL FACT SHEETS BEFORE YOUR SCHEDULED DELIVERY. THEY ARE AVAILABLE ON OUR WEBSITE AND WE WILL EMAIL YOU A COPY BEFORE YOUR EVENT.

CUSTOMER SIGNATURE: _____