Luxe Party Rentals LLC Terms & Conditions

This Luxe Party Rentals LLC Terms and Conditions ("Agreement") is between Luxe Party Rentals LLC, a Florida limited liability company ("LPR" or "Lessor") and the undersigned customer ("Lessee" or "You").

RECITALS

WHEREAS, LPR is a company in the business of providing event rentals and party services to individuals and companies in Northeast Florida and Southern Georgia ("Services" or "Rental Items");

WHEREAS, Lessee desires to rent Rental Items and/or obtain Services from LPR as outlined in the Luxe Party Rentals Job Contract ("Job Contract") attached and incorporated hereto, and LPR desires to provide the Rental Items and/or Services to the Lessee based on the terms contained in this Agreement.

NOW THEREFORE, FOR AND UPON AGREED CONSIDERATION and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

- 1. QUOTES/PRICING All pricing, as outlined on the Job Contract, is valid for 30 days from the date of issuance of the Job Contract, pending availability of Rental Items and/or Services at the time the Reservation Fee and fully executed Job Contract are received. Additional fees may apply to quotes confirmed 7 days or less prior to delivery date. All pricing, as outlined in the Job Contract, is based on the quantities requested and all pricing is subject to change if quantities are changed at a later date. LPR reserves the right to perform a site visit prior to performing any work and will finalize and confirm the price after the site visit, even if the Reservation Fee, as required by paragraph 2, has been paid. All pricing is based on the Services being performed during LPR's regular business hours, with a sufficient amount of time and space allowed to perform all Services. If any Services need to be performed outside of regular business hours, or if there are time constraints or obstacles that Services need to be performed in or around, additional charges will apply. If a venue or You do not allow sufficient amount of time for the Services to be performed, You agree to pay for additional time necessary to complete the Services.
- 2. RESERVATIONS/CHANGES/FINAL PAYMENTS A fully executed Job Contract and 50% non-refundable reservation fee, based on the total amount of the Job Contract ("Reservation Fee") are required to make a reservation for the Services or Rental Items ("Reservation"). A valid credit card must be on file with LPR as security for replacement cost of Rental Items that are lost, damaged, or stolen. Lessee is responsible for the completeness and accuracy of all Rental Items on the Job Contract prior to signing. All Rental Items are reserved on a first come, first serve basis and LPR does not guarantee availability. No Rental Items will be held or reserved until LPR has received a fully executed Job Contract and a Reservation Fee. Once a Reservation is placed, the order may be modified only as follows:
 - . 60 or more days prior to the event date The Job Contract can be reduced by up to 50% of the total Job Contract amount;
 - ii. 59-11 days prior to the event date The Job Contract can be reduced by up to 10% of the total Job Contract amount.
 - iii. 10 days or less prior to the event date Final payment is due and no further reductions to the Job Contract may be made.

Rental Items can be added to the Job Contract at any time, pending their availability. Special order items and items that are sub-rented from another vendor are not subject to cancellation, removal, or changes after they are reserved. Special order and sub-Rental Items must be paid for in full at the time of the Reservation. It is the Lessee's responsibility to determine which items are sub-rented or special ordered, as noted on the Job Contract. Final payment as outlined on the Job Contract shall be due on or before 10 days prior to the event date, as outlined in the Job Contract. If LPR has not received the full balance of the final payment at least 24 hours before the scheduled delivery or pick up, LPR shall not be obligated to perform any Services, scheduled for delivery date, or deliver any Rental Items. Upon Lessee's failure to make a final payment, Lessee shall be considered to be in default of this Agreement and LPR shall not issue any refund. Upon default, Lessee shall still be obligated for the entire balance of the Job Contract. All late payments will be assessed with a late fee of \$25. Lessee acknowledges and agrees that all payments made to LPR are non-refundable.

- 3. CANCELLATIONS/RESCHEDULES You acknowledge and agree that the Reservation Fee is non-refundable, regardless of the timing of the cancellation. You further acknowledge and agree that in the event of cancellation within 10 days prior to the scheduled event/delivery date, the entire balance of the Job Contract shall be due immediately. You shall notify LPR in writing in order to cancel the Job Contract at any time. Reschedules shall be handled in the same manner as cancellation and the same terms shall apply. In the event of a reschedule, the Services shall be canceled by LPR pursuant to paragraph 2, and a new Job Contract and a new Reservation Fee shall be required. LPR shall not be held liable for the non-performance of Services as a result of venue closures, city or state mandates, national emergencies, pandemics, epidemics, disease, war, or terrorism. In the event that there is a government mandate that does not allow the Lessee to host the event on the originally scheduled date, the Lessee shall have the following options: (a) a direct date transfer of the same Services to a new date, pending LPR's availability, in an off peak month (January, June, July, or August) within 12 months of the original event date and you agree that the final balance would be due on the original due date; or (b) a credit in the amount that the Lessee has paid to date, less a 25% change fee of the total job contract amount, that is valid for up to 12 months from the date of the cancellation/reschedule.
- 4. INCLEMENT WEATHER/HURRICANE POLICY You acknowledge and agree, that in the event of bad weather, which includes but is not limited to rain, winds, cold temperatures, hot temperatures, beach erosion, flooding, hurricanes, road closures, venue closures, damaged properties, mandatory evacuations, etc., whether such closures or evacuations take place before, during, or after your scheduled event, LPR shall not refund any fees paid. LPR strongly recommends but does not require that the Lessee obtain event insurance. The Lessee understands that tents are temporary structures designed to provide limited protection from sun and light rain, are not guaranteed to be 100% waterproof, and that tents should be evacuated immediately in strong winds, lightning, and any other extreme weather conditions. Tents are never to be used in a storm as shelter. The Lessee shall prepare and immediately implement an evacuation plan to avoid injury should any extreme weather occur. LPR reserves the right to take down any installed Rental Items to ensure the safety of others or its personnel. No refunds shall be issued if the event is interrupted by inclement weather or any other unpredicted circumstances. In the event a tent is installed for more than one week, the Lessee agrees to pay for the additional labor to dismantle and reinstall the tent. LPR cannot guarantee the reinstallation time of the tent.

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- 5. CUSTOMER PICK UP/DROP OFF You agree that delivery and setup require a separate fee and shall be outlined on the Job Contract. In the event, that you choose to pick up and drop off the Rental Items yourself, you will pick up the Rental Items, from LPR's facility on the specified date and time and return them to LPR's facility on the specified date and time pursuant to the Job Contract. You will be responsible for ensuring that you have proper transportation for the Rental Items being picked up, as well as moving blankets and tie downs. You shall be responsible for loading and unloading of Rental Items into your vehicle(s). If assistance of LPR's employees is required in loading or unloading the Rental Items, the Lessee assumes all risk of damage or injury occasioned thereby and agrees to indemnify, defend and hold harmless LPR from and against any loss, cost or expense (including attorney's fees and expenses) arising from or related to the same, whether or not caused, in whole or in part, by LPR's negligence or the negligence of LPR's employees.
- DELIVERY If Lessee requests a delivery for Rental Items, an additional charge shall apply pursuant to the Job Contract, which may include a minimum makeup fee. Lessee agrees and acknowledges that LPR's delivery of Rental Items shall only include drop off of the Rental Items on a flat, ground level location, up to 50 feet from where LPR personnel can park the delivery vehicle. If additional delivery services are required by the Lessee, such as delivery upstairs, up the hill, up elevators, or farther than 50 feet from LPR parked truck's location, Lessee shall be responsible for an additional fee of \$40 per LPR employee, per half hour. LPR reserves the right to refuse additional delivery services if notice is not provided in advance and it would conflict with another delivery. Lessee agrees that time windows for delivery as provided by LPR are estimates only and actual times may vary due to truck routing, event location, scheduling, and traffic. It is the Lessee's obligation to ensure that all Rental Items are kept in a secure, dry location once delivered. Lessee agrees to have the site clean and ready for the delivery and installation or dismantling and retrieval, and Lessee agrees to pay an additional charge for any delay incurred, or additional labor performed by LPR resulting from the Lessee's failure to timely do so. When returning Rental Items, Lessee must stack them back up clean and dry, in the same location and fashion as they were upon delivery, prior to LPR arrival to pick up the Rental Items. Lessee agrees that Lessee's failure to have Rental Items ready for pick up, in accordance with this Agreement, will result in additional labor and/or cleaning charges. Lessee agrees to pay an additional fee if Rental Items are unavailable for pick up by LPR due to locked gates, garages, doors, or unattended residences.
- 7. SETUP & BREAKDOWN Unless specified on the Job Contract, the total amount of the Job Contract does not include setup and breakdown of Rental Items. Setup and breakdown services, if included, will be listed as a separate line item on the Job Contract and require an and additional fee. You agree to notify LPR at the time of booking that these services are required. You further agree to provide an event layout to LPR at least 48 hours prior to the delivery if setup services are included. If event layout is not provided, LPR will not be required to setup the Rental Items, and no refunds will be issued.
- 8. LENGTH OF RENTAL Standard rates, as indicated on the Job Contract, are for a single event or 24-hour rental period, whichever is less ("Term"), unless parties agree otherwise in writing. Lessee agrees to pay full amount of the Job Contract, at a minimum, for the full Term indicated in the Job Contract, whether the full Term is used or not. LPR has estimated the Job Contract charges based on the Lessee's estimate of the length of the Term. All rental rates on the Job Contract are for time out, not time used. No refunds will be issued for any items that are not used. Lessee is responsible for the Rental Items for the entire time they are in Lessee's possession, including but not limited to from the time the items are delivered or picked up from LPR facility to the time they are picked up by LPR or dropped off at LPR facility. Extension of the Term must be in writing and additional rental fees must be paid for in advance. Any items not returned by the date and time that they are due will be considered lost and Lessee agrees to pay full replacement price for said lost Rental Items. If the Rental Items are returned late, LPR, in its sole discretion, may provide a refund for the difference between the replacement fees charged and any additional rental fees (equal to an additional 24-hour rental fee for each 24-hour period that the items are not returned). Lessee shall not move, loan, transfer, surrender, store, sublease, or assign any Rental Items without LPR's prior written consent.
- 9. RECEIPT/INSPECTION OF RENTAL ITEMS Upon receiving the Rental Items, Lessee shall be available to attest in writing that all Rental Items have been received, inspected, examined for any damage, tested and accepted as delivered in good operating condition and repair and otherwise in all ways acceptable to Lessee. If Lessee would like to designate a representative to accept the Rental Items pursuant to this paragraph 9, Lessee shall notify LPR in writing prior to delivery or pick up as to who their designated representative will be. If Lessee or their designated representative are not present during delivery or pick up, LPR may, at its sole discretion, leave the Rental Items at the delivery location. If Lessee or its designated representative are not present during delivery or pick up of the Rental Items, LPR's representative will become the Lessee's designated representative, and Lessee shall continue to be fully responsible for Rental Items in accordance with this Agreement. LPR will inspect and count all Rental Items when Lessee picks up the Rental Items or they are delivered to Lessee, and will similarly count and inspect all Rental Items upon return or pick up. Once Rental Items are signed for by Lessee or its designated representative, or if neither are present by LPR's representative, Lessee shall become responsible for any shortages and/or damages to the Rental Items.
- 10. CARE OF RENTAL ITEMS Lessee agrees to protect the Rental Items against misuse, exposure to adverse conditions, and any other abuse or neglect, ensure that Rental Items remain in good operating condition and are returned to LPR at the end of the Term in the condition the Rental Items were first received by the Lessee.
- 11. LINENS Lessee agrees not to clean any rented linens. All linen pricing includes a cleaning fee for LPR to launder them. Lessee agrees to shake all debris off linens and return them in the provided bags. Lessee agrees to not seal wet linens in bags and not leave food on the linens. If the returned linens have mildew, Lessee shall be responsible for the full replacement cost of the linens. LPR shall have up to 2 weeks after the linens are returned to identify any damage or mildew and appropriately charge the Lessee.
- 12. DISHES Lessee agrees that upon return of any dishes, they shall be pre-rinsed, free of debris, and in their proper racks. If any food is left on the dishes upon return, Lessee will be responsible for an additional cleaning fee of 50% of the rental price of the dishes. Lessee agrees that if dishes are damaged due to Lessee's failure to clean or rinse off the food after the event, Lessee shall be responsible for full replacement cost of the dishes, in addition to the cleaning fee. Lessee agrees that charger plates, gold dinnerware, and copper dinnerware are not dishwasher safe and should not be left to soak.

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- 13. CLEANING FEE A cleaning fee of 50% of the Job Contract will be assessed per Rental Item and charged to Lessee's credit card if any of the Rental Items are returned unreasonably dirty or wet. Lessee agrees to keep all Rental Items dry and clean prior to stacking them for pickup or before returning them to LPR.
- 14. DAMAGE WAIVER Lessee agrees to pay a non-refundable damage waiver of 8% of the Job Contract to LPR. Lessee understands that the damage waiver is not insurance, and that the damage waiver only covers normal wear and tear of the Rental Items. Excessive damage, water damage, and negligent care by Lessee or any event participants are not covered by the damage waiver and will result in additional repair or replacement costs that will be charged to the Lessee's credit card on file.
- 15. DAMAGES/MISSING/LOST ITEMS Lessee shall serve as the insurer of the Rental Items during the Term. Lessee acknowledges and agrees that water from any source is one of the biggest causes of damage to Rental Items. Lessee shall bear all risk of loss, theft, damage, or destruction to the Rental Items, regardless of cause or fault. If any Rental Items are lost, stolen, damaged, or destroyed during the Term, while in Lessee's possession, Lessee shall notify LPR immediately, and Lessee shall pay LPR (a) the retail value of the parts and labor necessary to repair the Rental Items if damaged; (b) its replacement cost if lost, stolen, destroyed or damaged beyond LPR's reasonable ability to repair it, and in either case, all packing, shipping, handling, storage and other associated costs, or (c) any rental charges due to loss of use until damaged/missing items can either be repaired or replaced. Any monies paid pursuant to the Job Contract will not be applied against the purchase price or replacement cost of lost, stolen, damaged or destroyed Rental Items. LPR shall have up to 7 days from the date of the discovered damage by LPR to the Rental Items to determine the repair or replacement charges. Lessee authorizes LPR to charge the credit card provided by Lessee for any damaged/missing Rental Items. Lessee has the right to inspect any/all damaged Rental Items at LPR's facility within 1 week after the damage is discovered by LPR. The extent of damage assessment and the time that replacement items are received. Lessee acknowledges that paying replacement fees does not entitle Lessee to keep any damaged/missing items. All items remain the property of LPR. Failure to return rental property or Rental Items upon expiration of the Term and failure to pay all amounts due (including costs for damage to the property, equipment, and Rental Items) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.
- 16. LOCAL RULES, REGULATIONS, TAXES & FEES Unless otherwise specified in writing, Lessee is solely responsible for any and all permits, permissions, or inspections required for installation or use of any Rental Items or provision of Services. LPR must be notified in writing of any applicable rules or regulations at the time of booking. Additional fees may apply if such regulations affect the difficulty of the delivery or installation of Rental Items. Any and all fines and/or idle time charges incurred as a result of non-disclosure of such rules and regulations are the responsibility of the Lessee. Lessee will also be solely responsible for paying all taxes, fees, environmental charges, and governmental assessments, including without limitation, sales, and use taxes, applicable to the Rental Items and Services. Lessee shall not be entitled to a refund for any Services or Rental Items due to Lessee's failure to obtain necessary permits or comply with regulations. Please note that unless an alternative anchoring method for tents is chosen, all tents will be anchored with stakes that go up to 48" into the ground. Any damages caused by the stakes are the responsibility of the Lessee unless underground obstructions are clearly marked at the time of the installation.
- 17. SAFETY INSTRUCTIONS/RENTAL ITEMS FAILURE Lessee acknowledges and agrees that Lessee has received, carefully reviewed and fully understands the training, instructions, operating and user manuals, and other information (including all training required under applicable OSHA and/or ANSI Standards, if any) regarding the proper and safe transportation, use, maintenance, repair, cleaning, disinfecting and storage of the Rental Items provided by the Rental Items' original manufacturer and/or LPR's employees ("Instructions"). Lessee agrees to fully comply with and will cause the Lessee's employees and agents to read and fully comply with all such Instructions. Lessee agrees to use the Rental Items only for the purpose for which it was manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state, and local laws, rules and regulations. Lessee acknowledges and agrees that Lessee's use of the Rental Items for any purpose or in any manner other than as specified, or continued use of Rental Items that are defective, damaged, or malfunctioning, may result in injury to persons or property, or death. Accordingly, Lessee agrees to immediately discontinue use of the Rental Items and contact LPR within 1 hour of the Lessee discovering the Rental Items to be defective, in need of repair or maintenance, or otherwise not properly functioning. Lessee's failure to notify LPR promptly of any damage or malfunction to the Rental Items will result in Lessee being charged the full amount of the Job Contract, in addition to any damage repair and/or replacement costs. If Lessee notifies LPR as required by this paragraph of any damage or malfunction, and immediately returns the Rental Items to LPR, LPR will, at LPR's option: (a) promptly repair the Rental Items for Lessee's continued use; (b) provide Lessee with a reasonably similar replacement Rental Items, if available; (c) make similar Rental Items available to Lessee as soon as they are reasonably available to LPR; or (d) refund the partial Job Contract amount solely in proportion for the time the Rental Items were damaged or malfunctioning. Lessee agrees that the foregoing constitutes Lessee's exclusive remedy for Rental Items malfunctions, and that LPR will have no obligation other than set forth in this paragraph. Lessee hereby waives any and all claims against LPR arising out of any damage, loss, or expense Lessee may incur as a result of the failure or malfunction of the Rental Items, including without limitation, lost time, lost profits, cost of cover, obtaining replacement rental items and/or performance from another source, incidental, consequential, special and/or punitive damages. Lessee further agrees that they will not repair or have anyone else repair any Rental Items.
- **18. AFTER HOURS SERVICES** If Lessee requires urgent assistance with the Rental Items or additional Rental Items after regular business hours, Lessee shall call 904-576-4098 and obtain the phone number for the on-call person on the voicemail. Any revisions to the Job Contract placed after hours will incur additional fees and will be charged to Lessee's credit card accordingly.
- 19. INSURANCE REQUIREMENTS Lessee shall maintain all insurance the Lessor deems necessary, but in any event, at least: (a) insurance against liability for injury to persons and property in the amounts equal to or more than a combined single limit of \$500,000.00; (b) insurance against loss or damage to the Rental Items in the amount equal to or more than \$500,000.00; and (c) workers' compensation insurance.
- **20. MODEL RELEASE** Before, during, or after your event, LPR shall have the right to take photographs or video of your event for promotional or advertising purposes. The signing of this Agreement constitutes full release for all use of these items by LPR or its agents.

- 21. WARRANTY WAIVER The Rental Items are provided "as-is" and "with all faults." LPR makes no warranty, express or implied, including without limitation, all warranties of suitability, merchantability, and/or fitness for any particular purpose, nor does it make any warranty against interference or infringement, that the Rental Items are fit for your intended use, application or environment, or that it is free from defects (latent or patent). LPR shall not be responsible to Lessee or to any third party for any liabilities, claims, injuries, losses, costs or damages arising from or associated with the use or any failure of, or any unknown defect in or with respect to, any of the Rental Items. Lessee's sole remedy for any failure of or defect in or with respect to any of the Rental Items is termination of the accrual of charges in the Job Contract at the time of the failure. Lessee agrees that they have selected the Rental Items based on their determination that it is appropriate for their purposes, use, application and environment, and is not based on any recommendation by LPR.
- 22. OUR RIGHTS LPR reserves the right to cancel this Agreement and Job Contract, at any time, for any reason due to the nature of the Rental Items or Services. Monies paid to LPR by Lessee in accordance with this Agreement and Job Contract will be returned to the Lessee in this case, unless the Agreement is cancelled pursuant to Paragraph 3 of this Agreement. LPR also reserves the right to not setup Rental Items if in LPR's sole discretion, it is determined that there are or potentially exist unsafe conditions or bad weather. LPR recommends obtaining event insurance to cover you in the case of cancellation due to bad weather or events outside of your control. LPR has the right at all times, without notice, to enter the premises where any Rental Items are located for purposes of inspecting them, observing their use, or removing them from the event's premises. LPR may, at its sole option, assign all or any portion of our rights and/or remedies under this Agreement to a third party, without obtaining Lessee's consent.
- 23. MISCELLANEOUS The Agreement may be executed or delivered by fax, electronic signature, or other electronic means such as, but not limited to email or facsimile. The Agreement is valid whether properly signed by Lessee or not, so long as Lessee takes possession of the Rental Items. The Agreement shall also be considered valid if signed by a designated representative signing on behalf of Lessee, in which case the signing party will sign their own name, and then print C/O (Care Of) "Lessee."
- 24. BREACH OF CONTRACT If any part of this Agreement is breached in any way by you, you expressly authorize and give your consent for LPR to apply any applicable charges to the credit card on file. LPR shall not be required to provide notice to you of any breach and you expressly waive any right to dispute these charges. Should your credit card be declined, you agree to provide another form of payment to LPR immediately.
- 25. This Agreement and its terms shall be governed and construed under the laws of the State of Florida, without regard to conflicts of laws principles. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Duval County, Florida in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder. The prevailing party is entitled to receive reasonable attorney's fees, costs, and all expenses incurred for retaking the Rental Items or enforcing this Agreement at any stage of the enforcement proceedings, including appeal. Except as otherwise provided herein, any and all remedies herein expressly conferred upon You or Us will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law on You or Us, and the exercise of any one remedy will not preclude the exercise of any other. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND US WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER YOU OR US AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.
- **26. SEVERABILITY** If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Agreement, or if no such modification shall be possible, deleted, and the remainder of this Agreement will remain valid and enforceable.
- 27. HOLD HARMLESS AGREEMENT Lessee assumes all risks associated with the possession, use, transportation, cleaning, disinfecting, and storage of the Rental Items. Accordingly, Lessee hereby waives any and all liens and claims arising from or associated with, and agrees to indemnify, defend and hold harmless LPR from and against, any and all liabilities, claims, damages, losses, costs and expenses, including without limitation, attorneys' fees, claims for bodily injury, including death, property damage, loss of time and/or inconvenience, resulting from or arising in connection with such possession, use, transportation and/or storage of Rental Items, regardless of the cause and including any injuries and/or damages suffered by you, your employees and/or any third party(ies), except to the extent directly resulting from LPR's intentional misconduct.

CREDIT CARD AUTHORIZATION. By signing this Agreement, You hereby authorize LPR to process charges against Your credit card for any amount that You may owe Us. You understand that this includes any rental fees, security deposits, missing and damaged Rental Items repair costs and fees, or any other fees or charges charged to You by Us in accordance with this Agreement. You agree that You will not dispute any legitimate charges processed by Us against Your credit card, and You agree not to request any chargebacks on Your credit card until any disputed matters are first resolved with Us. In the event of any dispute arising from or chargeback from Your credit card, You shall be fully and solely responsible for the settlement of payment.

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