

## **MJ's Luxury Events Contract**

1. Client agrees to deposit with MJ's Luxury Events as a damage deposit for the equipment noted on the Rental Form the sum of    \$50    **AMOUNT DEPENDS ON RENTAL ITEMS** payable as set forth in. Client acknowledges receipt of a copy of the regulations governing the use of MJ's Luxury Events equipment and agrees to be bound by the terms thereof. MJ's Luxury Events will return all or a portion of this damage deposit to the Client promptly after MJ's Luxury Events has had reasonable opportunity to inspect the equipment provided and deducted any sum for repair or replacement. If no damage deposit is required, Client agrees that MJ's Luxury Events may charge the customer for any additional fees or damage. MJ's Luxury Events will supply the Client with an invoice before charging any additional fees.
  
2. Client hereby covenants and agrees to pay a sum of **TOTAL OF RENTAL FEES** for the use of the equipment. Equipment will be reserved upon receipt of a signed Contract, signed Invoice, 50% of total charges and the required damage deposit. The final 50% of rental fees must be paid no later than 21 days before the event. The Client will be required to pay a \$30.00 fee on all returned checks. MJ's Luxury Events does not accept checks within 21 days of the contracted event date.
  
3. The amount of rental equipment and services must be finalized no less than 21 days prior to the event. The final fee will be based upon the amount of equipment, goods and services agreed to as of that time. MJ's Luxury Events does not guarantee the availability of rental items until the Client has signed and returned the Contract and Invoice and paid the required fees.
  
4. Client shall have possession of the equipment for the purpose and term aforesaid. Client hereby waives and releases any claim for damages against MJ's Luxury Events, its employees and third-party contractors hired by MJ's Luxury Events on account thereof.
  
5. All equipment must be used according to rules set forth in the contract.
  
6. If MJ's Luxury Events allows Client to pick up contracted rental items more than 24 hours before the "Event Date" listed above, MJ's Luxury Events reserves the right to change the pick-up time/date. Client will always be allowed to pick up rental items no less than 24 hours before the "Event Date" listed above.
  
7. The Client agrees to and shall indemnify and hold harmless and defend MJ's Luxury Events, its employees and third-party contractors hired by MJ's Luxury Events from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or damage to any kind of property, or for any breach of contract arising out of or in connection with this rental agreement and the purposes for

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which this rental agreement was entered into, including but not limited to property damage, injuries and death due to the act, omission, mistake, fault, default, or negligence of (1) MJ's Luxury Events, its employees and third-party contractors hired by MJ's Luxury Events (2) the Client, its agents and employees; and (3) any invitees, licenses or guests of the Client.

8. Cancellations: Any reservation canceled 90 days or more before the contracted event date will be charged a restocking fee of 30% of the rental fee for the item or service that is being canceled, and the damage deposit will be refunded. If the reservation is canceled within 45 days of the contracted event date, the client will forfeit all fees paid to MJ's Luxury Events, excluding the damage deposit.

9. The Client assumes responsibility for all items rented from MJ's Luxury Events from the time of delivery or pick up to the time the items are returned. This includes the handling racks and boxes that transport the equipment and packaging materials. Replacement costs for loss or damaged items (including boxes, crates, packing materials, hangers, etc.) will be retained from the damage deposit or billed to the Client if the amount is greater than the damage deposit. Client agrees MJ's Luxury Events may charge the Client's credit or debit card if already on file. In the event of serious damage, MJ's Luxury Events reserves the right to repair or replace the damaged item or items in its discretion at Client's sole expense. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges will be the Client's responsibility.

10. All linens should be free of loose items before returning. Linens that are damaged in any way, including candle wax, ink, mildew or other unusual damage will be considered sold to the rental Client. At that time, replacement cost at an amount equal to three times the contracted rental fee for the linen will be charged to the Client or retained from their damage deposit. The Client will be notified, and the damaged linens will be held up to 10 days for Client pickup. After that time, the linens will be discarded.

11. The Client is responsible for counting and inspecting items upon delivery; otherwise amounts delivered will be considered correct. If you did not receive your contracted rental items or believe the items are not in the appropriate condition, please notify MJ's Luxury Events within 1 hour after you picked up the items to avoid being charged replacement fees.

12. All equipment is to be returned clear of food matter, candle wax and other items, and in the handling racks in which they were delivered. Failure to do so will result in charges for the extra time and materials used to repackage the items at a rate of \$25.00 per hour. Client agrees to pay replacement costs for any missing or damaged items. If items are found missing or damaged at pickup/return, a detailed invoice of the charges will be provided to you. Failure to return items will result in legal action against the Client. The Client will be responsible for any collection costs including: collecting agency fees, attorney fees, court costs, and any other costs incurred in collecting any charges due to MJ's Luxury Events.

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13. Please be sure your site is ready (doors unlocked, tables set up, etc.) before MJ's Luxury Events is scheduled to deliver. If the site is not ready or accessible when MJ's Luxury Events arrives or if the equipment cannot be dropped directly on site (extra handling involved), the Client will be charged an additional fee based on the additional time required to deliver the items. If MJ's Luxury Events cannot deliver the rental items, the items may be taken back to the warehouse.

14. MJ's Luxury Events is under no contract with the Client other than what is stated above. We hold the right to refuse, deny and/or hold any order regardless of the length of the business relationship. We hold the right to refuse, deny and/or hold any order due to lack of payment for original invoices, late fees, replacement fees and/or any other fees outlined above. MJ's Luxury Events is not responsible for the fees charged by any other company for your rental needs due to MJ's Luxury Events refusing, denying and/or holding orders.

**IF CLIENT AGREES WITH ALL THE TERMS OF THIS CONTRACT, THE CLIENT WILL NEED TO SIGN THE CONTRACT AND RENTAL FORM AND RETURN TO DETAILS PARTY RENTAL, LLC.**

Client Name:

Client Signature:

Date: