

Lighthouse Jewelry Rental Terms and Conditions

READ THESE LEASE TERMS & CONDITIONS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS.

All Lighthouse Styling and Beauty Consulting, LLC jewelry rentals are subject to the following Terms and Conditions. Please review this document thoroughly before accepting the Terms and Conditions. “We”, “us” or “our” means Lighthouse Styling and Beauty Consulting, LLC doing business as Lighthouse Styling and Beauty Consulting, Lighthouse and/or its legal affiliates; “you” or “your” refers to the client leasing the jewelry.

EVENT DATE. The desired starting date submitted with your rental order should be your event date. The jewelry will be shipped to arrive at least one day before your event date and in most cases two days before your event date. Because of shipping times and limited weekend delivery options, all jewelry will be shipped via USPS to arrive during the business week (Monday – Friday) based on local delivery times.

RESERVATION PAYMENT: A payment for the total rental price of the jewelry rental will be charged to your credit card account at the time you place your reservation. Please note that 25% of this payment is non-refundable.

RETURN DATE. The Return Date is the date you deliver the jewelry to USPS as described in this paragraph. Unless otherwise authorized in advance by Lighthouse, the Return Date is always the 30th calendar day following your event. The jewelry must be re-packaged in its Lighthouse jewelry box and placed into any corresponding Lighthouse jewelry packaging. The jewelry packaging must then be sealed and the pre-paid / pre-addressed shipping label affixed to the outside (provided via email the week before shipment is due). The package may then be presented for shipment to any USPS Office location in your area for return shipment. Remember to request a receipt for proof that you delivered the package, without the receipt you can be held responsible if it does not get delivered. We prepay the from shipping, including delivery insurance. You are not required to purchase insurance from UPS and, for security reasons, you should not discuss the contents of the package with USPS personnel.

LATE FEES. If you do not deliver the jewelry item for return shipment by the required Return Date, late fees will be assessed as to that item as follows:

- One (1) Day Late – 20% of the rental fee for that item will be added to the total fees

- Two (2) to Seven (7) Days Late – 100% of the rental fee for that item will be added to the total fees
- Eight (8) to Fourteen (14) Days Late – 200% of the rental fee for that item will be added to the total fees.
- Over Fourteen (14) Days Late – Liquidated Damages apply (see “Liquidated Damages” below).

Late fees will be charged to your credit card account in addition to all other applicable fees. You agree and acknowledge that the late fees provided for by this paragraph are intended as compensation to us, and are not intended to be a punishment or penalty, because the damages that we would suffer by way of late return are incapable or very difficult of accurate estimation because of factors including, without limitation, our recovery of anticipated profits, our loss of sales and reputation due to unavailability of items, and changes in our insurance rates. You further agree and acknowledge that (i) our ability to make jewelry available for rent to other customers depends greatly on our ability to secure return of that jewelry by 30th calendar day, as return after such date may prevent us from having sufficient time to clean and re-ship the jewelry to the next customer; (ii) because of that lack of time we cannot commit to have jewelry available to upcoming customers until such time as the jewelry is in our possession and capable of cleaning (and where applicable, repair) for upcoming events; and, (iii) that while we may be able to re-ship jewelry on a rush basis if it is returned late, may not be processed and re-shipped in time for the next customer’s event. For the foregoing reasons, you agree with us that the amounts reflected in the schedule of late fees above are a reasonable forecast of just compensation to us in the event of late return. Further, if any jewelry items are not returned within fourteen (14) days after the Return Date, as liquidated damages for your failure to timely return the item(s) we will have the right to charge your credit card account as provided under “Liquidated Damages” below.

LIQUIDATED DAMAGES. Title to the jewelry shall remain in Lighthouse at all times except as specifically provided in this paragraph. We will prepay shipping insurance for delivery to and from you. Insurance cost for loss or damage to jewelry while the piece is in your custody is your responsibility. If any of the jewelry is damaged during this period, you will be responsible for the damage as provided under “Damage to Jewelry” below. If it is returned other than within fourteen (14) days of the Return Date for any reason under these Terms & Conditions, as Liquidated Damages we will have the right to charge your credit card account an amount up to 100% of the Retail Value attributable to each such item plus any due rental fees, shipping fees and taxes. If we exercise our right to require payment of up to 100% of the retail value of any item due to failure to timely return that item, we will waive

all applicable late fees and damage fees otherwise chargeable with respect to those items, we will refuse return of the item(s) in question, and you will acquire title in such item(s) from us. You agree and acknowledge that the Liquidated Damages provided for by this paragraph are intended as compensation to us, and are not intended to be a punishment or penalty, because the damages that we would suffer by way of failure to return our items other than within fourteen (14) days after the Return Date are incapable or very difficult of accurate estimation because of factors including, without limitation, our recovery of anticipated profits, our loss of sales and reputation due to unavailability of items, fluctuations in the value of gems and precious metals, and changes in our insurance rates or the availability of insurance coverage. For the foregoing reasons, you agree with us that the amounts fixed above are a reasonable forecast of just compensation to us in the event of failure to return the items other than within fourteen (14) days after the Return Date. If debts are not able to be collected normally and it is collected through the use of a collection agency, an attorney, or through other legal proceedings, you agree to pay all reasonable costs or fees, including attorney fees and court costs, incurred in connection with such collection effort.

CARE OF THE JEWELRY. We will inspect and clean every piece of jewelry before delivery to you. While in your possession, we expect you to handle the jewelry with the utmost of care.

DAMAGE TO JEWELRY. Even though you are renting jewelry, you acknowledge that each item of jewelry rented from us is a high value item and you agree to treat it as if you own it. Our rental rate assumes a minimal amount of wear which may occur with a rental use consistent with wearing high quality jewelry to a formal event. Unusual wear or any damage, abnormal dirt or foreign substances on any item of jewelry will give us the right to charge your credit card account for the cost of repair or cleaning or up to 50% of the full Retail Value attributable to that item of jewelry. The amount to be charged is left to our sole discretion based on our assessment of the damage.

SHIPPING. Delivery shipping is based on USPS shipping rates and delivery times from our facility to your designated point of delivery, the cost is reflected in the transaction amount that will be charged to your credit card. Your designated point of delivery should be your office or home address or other address where you are assured that someone trustworthy will be present to receive delivery of the jewelry item(s). We prepay from shipping, including delivery insurance, and the cost is reflected in the rental amount for each piece. When returned by you, the jewelry

must be re-packaged in its Lighthouse jewelry box. The jewelry box(es) must then be placed and sealed in the pre-paid / pre-addressed shipping package included with the initial shipment. The package may then be presented for shipment to any USPS Office location in your area for return shipment. You are not required to purchase insurance from UPS and, for security reasons, you should not discuss the contents of the package with UPS personnel.

DELIVERY OF JEWELRY. Any refused or returned deliveries will be processed as a completed rental transaction, with the full rental and other fees assessed.

Every effort is made to deliver the jewelry to your designated valid address no later than the day before your event date. In most cases, we will plan to ship your jewelry to arrive two days prior to your event. In any case, we will notify you by e-mail to confirm your projected delivery date the day we ship it to you. If through our fault the jewelry is not delivered at least one day before your event date, we will return all rental fees and, upon return of the jewelry as provided above, return your Security Deposit. The return of these amounts will be our sole liability to you in the event of non-timely delivery or non-delivery; in no event will we be liable for any other damages whatsoever including without limitation direct, indirect, special or consequential damages. If we timely deliver the jewelry to USPS with delivery pre-paid for delivery to you at least one day prior to the Event Date, any late delivery or non-delivery will be deemed to be not our fault and we shall have no liability under this paragraph. Further, non-availability of items, even where reserved, shall be deemed to be not our fault.

SALES/USE TAXES. Applicable sales or other transaction taxes imposed on us in connection with your order or Lighthouse Styling and Beauty Consulting of the jewelry will be added to the Lighthouse fee. Applicable use or other transaction taxes imposed on you in connection with your order or Lighthouse for the jewelry are solely your responsibility to report and pay.

LIABILITY. You recognize and acknowledge that having valuable jewelry in your possession or use can be inherently dangerous and unpredictable. We are not responsible for any accidents or harm that may arise from your possession or use of our jewelry, and in addition to our other rights and remedies pursuant to these Terms & Conditions, you hereby agree to indemnify us from any claims, charges or costs arising from your possession or use of our jewelry or any related activities.

While we will provide you jewelry as described in our product descriptions, we do

not expressly or otherwise guarantee or warrant the jewelry for any specific performance or purpose other than as it is described.

RESERVATION REQUIREMENTS. Reserve as far ahead as possible to ensure best selection of jewelry.

You will be contacted if your order cannot be shipped due to unforeseen issues with inventory availability or other reasons. Alternative pieces will be discussed with you at that time and all of your fees (including the Reservation Deposit) will be refunded if an alternative solution, acceptable to you, is not identified and agreed upon by all parties involved. We will have no liability to you in the event that items are unavailable as contemplated by this paragraph, even if you have reserved them, other than return of the Reservation Deposit and any rental fees paid to us. In no event will we be liable for any damages whatsoever including without limitation direct, indirect, special or consequential damages.

CANCELLATIONS: If you cancel your order in writing more than two weeks ahead of the scheduled shipping date, 75% of the rental payment will be refunded. If you cancel your order less than two weeks ahead of the shipping date, only the shipping and tax portion of the payment will be refunded. Cancellation of an order is not an option once the jewelry has left our facility.

SEVERABILITY. In the event any provision of these Terms & Conditions is held to be illegal, invalid or unenforceable to any extent, (i) the legality, validity and enforceability of the remainder of these Terms & Conditions shall not be affected thereby, (ii) said provision shall be modified by the court to the minimum extent necessary to render it not illegal, invalid or unenforceable, and (iii) these Terms & Conditions shall continue in full force and effect as modified and shall be enforced to the greatest extent permitted by law.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION. These Terms & Conditions and all rights and obligations of the parties shall be governed, construed and interpreted under and pursuant to the laws of the State of Arizona applicable to agreements made and to be performed entirely within such State. The jurisdiction for any action arising out of or relating to these Terms & Conditions and the transactions contemplated herein may be in a State or Federal court of appropriate jurisdiction located in or having jurisdiction over Maricopa County, Arizona. Each party to this Agreement hereby waives any objection to the jurisdiction of or venue in any such court and to the service of process issued by such court and agrees that each may be served by any

method of process described in the Arizona or Federal Rules of Civil Procedure. Each party to this Agreement hereby waives any right to claim that any such court is an inconvenient forum or any similar defense.