

## TERMS OF SERVICES



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**Birthday Sugar: Party Designers reserves the right, at its sole discretion, to update or modify these Terms of Services at any time without prior notice. It is your responsibility to check these Terms and Services each time before using this site. Your continued use of this website following any such change will mean that you**

**accept and agree to the changes.**

### **Event Rentals**

All rentals are for (1) day use unless stated otherwise.

### **Invoicing and Reservation Deposit**

A signed invoice and deposit is used to guarantee item/service reservation for your date. A 50% non-refundable deposit is required at the time of the contract signing. By making a payment, the customer agrees to the terms within this contract, and approved the invoice. All orders and services are final and non-refundable. The balance of the order will be charged no later than 14 days prior to the event date. In the event that a payment of the remaining balance is not met, all deposits will be forfeited and reservation cancelled, unless payment arrangements have been setup with the owner.

### **Cancellations**

Cancellation fees are non-negotiable and apply to all orders either expressed or implied.

All cancellations must be in writing in order to be valid.

Birthday Sugar: Party Designers reserves the right to cancel any event if the location or venue poses a threat or is within a hostile environment. If Birthday Sugar: Party Designers members or staff feel in danger, your event will be cancelled and deposit forfeited.

It is the client's responsibility to have a venue consultation scheduled if this service is included in the package, to avoid these situations.

### **Poor Design Description**

If a client fails to properly explain the desired design to Birthday Sugar: Party Designers, no deposits shall be refunded to client due to miscommunication of orders. It is the client's responsibility to express the design of their event. We strongly recommend our digital design services, to avoid the issues of poor design description.

If a member of Birthday Sugar: Party Designers, designs a digital layout of the event, and the client has approved the design, no refund will be given after clients approval for the event designed.

## **Delivery Fee**

Our delivery charges begin at \$50.00 locally.

The delivery fee is calculated based on the number of items, bulkiness, and delivery location. All vases, 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 on Friday or Saturday and pick-up on Monday.

Same day pick-ups and pick-ups after 5 pm incur additional fees. Items must be stored indoors, in a secure location until pick-up. If items are not available or accessible upon pick-up, another day's rental fee will be charged, and the customer may return the items, or schedule another pick-up time. 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 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, replaced into the appropriate boxes. Tables and chairs must be broken down and stacked

- **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 18 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 and stairs) and these logistical details must be arranged prior to your event. Please be sure to mention all these details to be sure we provide you with an accurate quote. 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 Birthday Sugar: Party Designers discovers a special delivery situation upon arrival, the credit card on file will be charged automatically.

- **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 a fault. Client has the option to return items to avoid this fee. It is not

Birthday Sugar: Party Designers responsibility to ensure the items are ready for pick-up. If items are not returned within three (3) days, replacement fees will be assessed on top of the rental fees, no exceptions.

### **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 decorating 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 (example: candles, candle holders, petals, table crystals, and vases). Please do not leave water in your vases and do not discard small rented items. All vases, containers, boxes, totes, and packing materials must be returned to avoid replacement fees.

### **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 cardholder 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.

- **Bulky order pick-up** (columns, candelabras, etc.): Bulky orders must be picked-up in a full size pickup with tailgate, moving blankets, and 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.

- **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.

- **Tables and chairs:** Tables and chairs 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.

### **Payment Terms**

Credit Card TermsAA valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above. The credit card will be charged if changes are made the day of the event, such as added services, labor or additional items are requested or required. If you submit a check that is subsequently returned, you will be required to pay in cash or credit card only. A \$30 fee is assessed on all returned checks. Late payments – refers to any payment not received fourteen (14) days prior to event date. In the event that a payment of the remaining balance is not met, all deposits will be forfeited and reservation cancelled, unless payment arrangements have been setup with the owner. Check payments are not accepted the week of the event

### **Payment for Damaged/Missing Items**

When you return your items on Monday or Tuesday, a staff member will check the items in but is not responsible to check for missing or damaged items. Thorough item inspection will be done by our warehouse manager and you will be notified by phone of any missing or damaged items within seven (7) days. Birthday Sugar: Party Designers 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. If damaged items are not paid for within 7 days, the credit card on file will be billed, unless payment arrangements have been setup with the owner.

**INSPECTION:** The Lessee acknowledges that he/she will personally inspect the rental

items, finds them suitable for his/her needs and in good condition, that he/she understands the proper use and agrees to inspect the rental items prior to use and notify Birthday Sugar: Party Designers of any defects, incorrect chair cover/linen size, or incorrect colors within 24 hours of delivery regardless of delivery location.

### **Orders and changes**

All order/service changes must be placed in writing, faxed or emailed as to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email or fax. Additional services require an appropriate deposit and will be charged to your credit card 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, or the credit card will be billed automatically. 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.

### **Cleaning/Preparation and Room Readiness**

If, upon arrival, Birthday Sugar: Party Designers discovers that tables, containers or other items require cleaning before we can properly setup your rentals, Birthday Sugar: Party Designers will charge your account for cleaning and preparing the necessary areas/items. Or, Birthday Sugar: Party Designers 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, Birthday Sugar: Party Designers 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.

### **Centerpieces**

- **Feather centerpieces** are assembled on site, and are NOT delivered pre-made. Please ensure adequate time for assembly of feather centerpieces. Birthday Sugar: Party Designers requires 20 minutes per centerpiece.
- **Manzanita Centerpieces** are delivered pre assembled. However additional décor such as hanging crystal, candle, flowers etc. will require additional set up time. Birthday Sugar: Party Designers requires 20 minutes per centerpiece. A
- **Crystal Tree Centerpieces** require assembly. The required time for set is 10 minutes per centerpiece.
- **Candelabras** Candles are not included with the rental. Only drip-less or mechanical candles may be used on our candelabras. If candelabras are returned with wax residue, a \$25 cleanup fee per candelabra will be assessed. Wrought Iron Candelabras do not include pillar candles.

**Candy Jars** must be rinsed and dry. Jars should be wrapped and placed in containers. Birthday Sugar: Party Designers provides glass apothecary jars to our clients. Please be mindful of small children handling glass. Birthday Sugar: Party Designers is not responsible for any cuts, scrapes, or injury as a result of apothecary jars rentals.

- **Damages** Any broken chipped, cracked, or other apothecary jars and other table top decoration as a result will incur a fee of the full replacement cost of the jar, jars, and other table top decorations.

**Mirrors** Birthday Sugar: Party Designers provides large mirror rentals. 2 or more persons should handle mirrors. Damages resulting in broken, or cracked mirrors will be billed to the



account on file.

**Linens:**

Linens are **NOT** to be laundered by the client. You do **NOT** need to return the linens on hangers but the hangers do need to be returned. If linens are heavily soiled or have been damaged during the event, a replacement charge of \$25 or more will be assessed for each damaged item.

**Packaging:** Sashes must be untied and separated from the chair covers, and free of any pins, knots, or debris. **NO FOLDING OR LAUNDERING REQUIRED.** Rented items need to be sent back dry, as to not encourage mold growth. Moldy items will be billed at their full replacement cost if the stain is not removable. Items rented must be packaged securely and ready for pick up the next business day following the event. To avoid permanent damage, do not attempt to launder the items.

- **Charger Plates**-Customer is responsible for properly repacking all chargers into boxes clean of food and residue, and chargers must be dry prior to being repacked

**Chair Covers**• **Damages** Birthday Sugar: Party Designers is not responsible for damages resulting from improper use of chair covers. For Example: Chair covers can become crowded when too many chairs are placed around a table, and your guests will inadvertently step on each other's chair covers or rip them when they get up.

**Ensure Proper Fit** - Please be sure of the style and size of the chair at your facility. Banquet chair covers do not fit folding chairs, and vice versa. It is important to find out at least 90 days in advance about your chair style, so that we may reserve them out of our stock accordingly. If BWR discovers that the chair covers were used improperly, we will seek compensation on replacement of the damaged chair covers. This includes: rips, snags, stains, and seams ripping etc.


**Condition** - Birthday Sugar: Party Designers chair covers are in new, excellent or good condition when rented to our customer. Condition of the cover depends on the length of service of the chair cover. Small discrepancies or shoe marks on the bottom of the chair cover are normal and you will not be charged for covers returned in good condition with

minimal shoe markings. So understanding these rules, a tiny unnoticeable mark on the bottom part of your rented chair cover is considered good condition.

### **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. A  
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- **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. A
- **Chocolate Stain to Linens** - For clients renting linens: Birthday Sugar: Party Designers offers a plastic table covering rental to be used under the chocolate fountain. This will prevent permanent damage to our linen and possible replacement fees to your account. 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.
- **Clean-up Service**-Birthday Sugar: Party Designers offers After Event Cleanup Services. The price is \$2.50 per guest with a \$100 minimum.
- **Self Clean-up**-All items must be free of debris and liquids before returning. Catering items such as apothecary jars, beverage





dispensers, charger plates or other must be rinsed before returning. Please discuss these services with your food provider. If the items are left in a full/dirty state, Birthday Sugar: Party Designers will charge a fee of \$25 per item. Deep cleaning of catering items is performed by Birthday Sugar: Party Designers using professional means.

**Customer agrees to use all Birthday Sugar: Party Designers rental products (tablecloths, napkins, chair covers, chair backs, chair ties, napkin rings, chargers, runners, spandex, laundry bags, etc., also known as “rental property”) in a careful and proper manner, and return all Birthday Sugar: Party Designers rental property the first business day after the event has taken place except as may be otherwise specified in this Agreement, or be subjected to extended rental fees. Customer agrees to assume all risk of loss, damage and abuse to rental property from any cause whatsoever and pay replacement costs.**

### **Pipe and Drape**

**Never** use drapes in the vicinity of an open flame or pyrotechnic device, even though the drapes are flame retardant.

**Damages** -Avoid stains by keeping the drape away from all liquids, grease, and dirty floors. To avoid tears and rips, do not pull the drape off the supports. Any discrepancy with rentals, missing equipment, shortages and/or damage claims must be made immediately upon receipt and prior to your event. Any damages made to drapes or kits will be billed to the account on file.

### **Care**

- DO NOT pin, tape, glue, tape, staple, clip, or adhere any décor to drapes as this may result in holes or other damages.
- DO NOT launder drapes.
- Drapes or canopies are not to be used outdoors unless on concrete, or other flooring.

- Drapes are not to be used outdoors during inclement weather, no exceptions.

### **Canopy Installation**

- **Canopy Delivery/Set Up/ Breakdown**

Installation can be scheduled (1) one day prior to your event, for indoor events **ONLY**.

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minimum of 3 hours is required for setup prior to wedding ceremony or other events.

- **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 decorating 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- NOT** available for canopy rentals. Installation, breakdown, and removal of Canopies and chuppahs are only permitted by Birthday Sugar: Party Designers staff.

### **Ceiling Décor Installation**

- **Ceiling Draping Delivery/Set Up/ Breakdown**

Installation can be scheduled (1) one day prior to your event, for indoor events **ONLY** (Not to be installed early for tents)

minimum of 3 hours is required for setup prior to wedding ceremony or other events.

- **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 decorating 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- NOT** available for ceiling drapery. Birthday Sugar: Party Designers provides ceiling draping kits that require professional installation **Requirements for ceiling draping**

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- It is the client responsibility to supply Birthday Sugar: Party Designers with the ceiling measurement thirty, (30) days prior to installation, in order to ensure adequate fabric. Birthday Sugar: Party Designers will not be held responsible for insufficient amount of fabric. A
  - Ceiling installation does **NOT** include cost for lifts. A
  - If the ceiling is over 20 ft. high, a lift will be required at the expense of the renter in order to install. Birthday Sugar: Party Designers will not be responsible for providing a lift or extra fabric for ceiling draping.
  - Keep in mind the lift will be needed for installation and breakdown

### **Chandelier Installation**

- **Chandelier Delivery/Set Up/ Breakdown**

Chandelier installation can be scheduled (1) one day prior to your event, for indoor events **ONLY**.

### **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 decorating 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-** Client can install chandeliers, using the correct parts and hooks provided with rental kit. Birthday Sugar: Party Designers will not be held responsible for injury occurring from chandeliers not being properly hung from ceilings.

### **Requirements for Chandelier Installation**

- Chandelier installation does **NOT** include cost for lifts.
- If the ceiling is over 20 ft. high, a lift will be required at the expense of the renter in order to install. Birthday Sugar: Party Designers will not be responsible for providing a lift or service for chandelier installs. A
- Keep in mind the lift will be needed for installation and breakdown A

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### **Lighting**

- **Set Up-**We require a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads.

### **Up-lights**

RGB LED Par lights, our lights are programmable, to the color of your choice. Up-lights do not come programmed. Programming is available for an additional \$5.00 per light.

### **Fog Machine**

Some venues may prohibit the use of smoke machines due to triggering the fire alarms; it is the renter's responsibility to check before renting smoke machines.

Renter is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, use of electric power, and fire marshal if necessary for use of fog machine.

### **Bubble machine, Snow Machine**

Rentals can become slippery or wet, all guests should be advised and act with precautions. Birthday Sugar: Party Designers will not be held responsible for injuries resulting from bubbles, bubble solution, snowflakes, or water.

**LED Lights-** LED lights are RGB (color changing) and do NOT come programmed. Programming is available for an additional \$1.50 per light.

- **String Light Installation-** (For ceiling installation) String lights can only be installed by Birthday Sugar: Party Designers staff. Measurements of the desired decorated area are required (30) thirty days prior to event. Birthday Sugar: Party Designers will not be held responsible for lack of lighting.

### **Requirements for string lights ceiling installation**

- It is the client responsibility to supply Birthday Sugar: Party Designers with the ceiling measurement thirty, (30) days prior to installation, in order to ensure ceiling height. Birthday Sugar: Party Designers will not be held responsible for insufficient amount of lights.
- String lights ceiling installation does **NOT** include cost for lifts.
- If the ceiling is over 20 ft. high, a lift will be required at the expense of the renter in order to install. Birthday Sugar: Party Designers will not be responsible for providing a lift or lack of service for ceiling installation.
- Keep in mind the lift will be needed for installation and breakdown

### **Client Set Up:**

A thorough demonstration must be shown to renter, in order to properly operate lighting for special effects equipment. Birthday Sugar: Party Designers is not responsible for client inability to operate equipment if demonstration is not scheduled and completed by renter.

### **Damages**

Broken plus, cracked covers/casings, spilt cords, water and all other damages to the

lighting and special effects rentals will be charged to the account on file for full replacement cost.

### **Furniture Rentals Delivery/Set/Breakdown**

- **Tables and chairs:** Tables and chairs 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.
- **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.
- **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 decorating 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.

### **Care**

- Children chiavari chairs are a minimum of 10 chairs for rental.
- Children's thrown chairs are NOT to be used for outdoor events
- All rented furniture should be wipe free of stains or food residue before pick up.
- All tables should be folded and ready for pick up. If tables are not ready for pick up a \$25 fee will be charged to the account on file.
- If items are returned with sufficient dirt or stains, a fee of up to \$200.00 can be charged for professional cleaning services.



## **Damages**

- Stains, holes, rips or any other damages caused by renter will be billed at full replacement cost to account on file.

## **CONCESSION RENTALS**

Birthday Sugar: Party Designers rental equipment is tested for safety and reliability on a regular basis. As with all equipment, however, there is a risk that if it is not used properly, injury could result. Birthday Sugar: Party Designers assumes no responsibility for injury resulting from the misuse of a machine. Insurance and health department permits, if required for your particular event, should be provided by you.

## **Care**

- You will be responsible for the equipment from the time the equipment is picked up to the time it is returned. Please make sure the equipment is secured when not in use and protected from the weather. You will be charged for any damaged, missing, or stolen equipment. Customer is responsible for lost or stolen equipment. If equipment is lost, stolen, or not returned the customer will be charged the full retail value for the replacement of equipment. A
- Most of the equipment we rent requires training prior to its use. We suggest that the person(s) designated to run the equipment get a lesson in operation from us prior to the date of the event. (EQUIPMENT MAY NOT WORK PROPERLY WITH EXTENSION A

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CORDS OR GENERATORS.) We will not be responsible for machines

that do not work properly if no lesson was given prior to use. • All of our equipment is NSF listed and UL approved for safety,

however, most of it is designed for indoor use. Please ask if you are unsure of how the equipment may be used outdoors.

## **DELIVERY/PICKUP DELAY IMPACT FEES:**

- It is not necessary to be home for your rental equipment items to be delivered or picked up. If you have a gate code, pad lock on your side gate, business hours that you may be closed, or other circumstance that would hinder our ability to deliver or pick your items up, it is imperative you notify our office staff well in advance. We charge a fee of \$1.00 (One Dollar) per minute for waiting unnecessarily to deliver and we charge one additional delivery fee per occurrence where we must return to deliver or pick the items up from your location if such an inconvenience occurs. If the delay creates a circumstance where the items are needed for another event and are not made available to that customer due to your lack of planning, then we will charge you **TEN TIMES** the rental rate for each item that is made unavailable. A
- **UNUSED EQUIPMENT** Rental items are charged for time out, not for use. Every item that leaves our building is treated the same way upon return, used or not. This ensures that every item you receive is clean, sanitized, and food safe. No refunds are given for items that were not used during your event. **AUSE OF EQUIPMENT TERMS AND CONDITIONS A**

1.  I have been shown a thorough demonstration on the correct operation and safety features of each piece of equipment. A
2.  I have been given full and ample opportunity to inspect all rental equipment and find no obvious damage. As a result, misuse or improper operation of equipment which results in any injury, damage, personal loss or Death as a result of my or my guests' misuse or negligence is NOT the responsibility of Birthday Sugar: Party Designers A
3.  I understand that negligence on my part or the part of my guests in regards to operation or use of rental equipment does not constitute negligence on the part of Birthday Sugar: Party Designers A

and will not hold Birthday Sugar Party Designers responsible for any injury, damage, personal loss or death as a result of my or my guests' negligence.

4.  Birthday Sugar: Party Designers has not supplied any alcohol for my event (If Applicable). A
5.  I am responsible for the safety, storage, preparation, cleanliness and correct operation of all rental equipment, accessories and food items associated with the rental equipment. A
6.  I have allowed Birthday Sugar: Party Designers to act as my contractor to set-up, connect, display and begin operation of all rental equipment and will not hold Birthday Sugar: Party Designers responsible for any incorrectness or negligence as a result. Birthday Sugar: Party Designers will set up equipment to "The best of their ability" and are not and should not be considered experts in the construction, operation, placement or display of any rental equipment. A
7.  The following conditions regarding specific equipment shall be agreed upon and any action not in strict adherence to the guidelines below shall result in FULL REPLACEMENT VALUE of each damaged item: A
8.  All accessories and additional concessions not considered a "connected part" of the rented equipment provided by Birthday Sugar: Party Designers have been delivered and released into my possession as new, unopened packages. I understand that America's Party Rental uses third party manufacturers and suppliers to provide accessories necessary for the operation of some rental equipment and that although the America's Party Rental label may appear on the package; Birthday Sugar: Party Designers plays no role in the actual manufacture, packaging, shipment storage or delivery of the item. A
9.  I have had all questions regarding this addendum and entire rental agreement answered to my satisfaction. A
10.  I will clean all items rented, this includes rinsing silverware, place settings, chairs and tables including removing any staples, tape and gum from the bottom of the tables. A cleaning / damage fee will apply for any item returned dirty / damaged of not less than \$50 - \$150 dollars. Others items that are damaged may cost more to repair / replace those items include but are not limited to: Canopies, Tables, Chairs,

linens, dishware, flatware, audio visual equipment, concession equipment, bars, are themed rentals.

11. I will accept full responsibility for any accident, loss, damage, injury, theft, loss of limb, death or any other conceivable misfortune or accident that may occur as a result of the use, operation, transport or ingestion by myself or any of my guests.

### **Props:**

#### **Set Up/ Breakdown**

Large props require 2-3 hour set up time, be sure adequate time is reserved for prop assembly.

#### **Client Set Up**

- Client can set up props. However, large, complicated
- props are set up by Birthday Sugar: Party Designers.
- Set Up for larger props are calculated in rental fee

#### **Care of Props**

- Birthday Sugar: Party Designers, with respect to the items entrusted to it under this agreement, exercise the highest degree of care for the safekeeping and preservation of the items rented from. A
- Props may **NOT** be altered in any fashion painting, dyeing, distressing, re-upholstering, etc. A
- Motorized props are to be monitored with small children, some props include batteries and or other chemical parts, It is the clients responsibility to monitor the safety of guests and small children.

#### **Purchasing Custom Props**

- Some prop rentals may be custom made, or duplicates. Due to the nature of handmade props, they may not look the same. Birthday Sugar: Party

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Designers will not offer refunds on props with a slightly different appearance. Customer will be made aware of materials props are made of, before payment.

### **Damages**

- Props are expected to be returned in the same condition they were received. Customers are responsible for any property that is lost or damaged during the rental period. Some damage will be repairable and will be charged a fee directly correlating to the cost to repair the item. The maximum charge for a damaged item is the replacement fee listed on the invoice. A
- Charges associated with repairs or replacement will be invoiced to the person or organization on the rental contract. Please note that some props are not permitted for outdoor use during inclement weather. Arrangements must be made to move props indoor.
- **Refunds are not provided due to weather. Prop**

### **Delivery/Pick Up**

- **ONLY** custom purchased props are shipped out A
- We do **NOT** ship rental props
- \$100 minimum order is required for delivery
- Props are due back the following business day. A \$45.00 late fee will be charged if the props are returned late.
- **Event Planning**

- **Invitation Designs** Due to the nature of handmade crafts, each item will be slightly different (but very unique and beautiful in their own way). All items are custom ordered and take 3-4 weeks to complete. Rush orders are available at an additional charge. We are pleased to take any custom order or request for wedding stationery, baby shower invitations, engagement, bridal shower, handmade boxes etc. All for any reason you need to cancel your order, the 50% deposit is **non refundable**.

#### **Samples:**

- We send digital proofs of all designs we make in order to get your approval. You get 3 revisions and we can make any changes necessary to accommodate your order. However, once you approve the final proof and your order is printed, no changes can be made. If there is an error on our part, we rectify the situation at no additional cost to you. However, if the error is on your part, a reprint fee of \$50 will be assessed IF your order has not been completed and shipped to you when the error or change was noticed. Please proofread your invitations before approving them. A
- Non- digital Invitations samples are **non- refundable**, wording, cannot be customized for sample orders. Custom designing is for full orders ONLY.

#### **Party Planning Policies**

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- **Consultations:** Birthday Sugar: Party Designers requires client consultations in order to receive a quote for services.

**Scheduling and Fees:** Please call or email us to schedule your consultation 8 weeks in advance of your desired event date. All consultations require a \$25.00 booking fee, this booking fee can be used towards planning services only.

**Consultation Cancellation:** Consultations are to start at scheduled time, if needed Birthday Sugar: Party Designers will allow a 10-minute grace period. If the client is late, the consultation will be cancelled, and a new date will have to be scheduled. In the event that the initial consultation date is cancelled, a \$35.00 fee is required to

reschedule.

**In-Person/Elective Representatives Consultations:** We recommend all consultations be executed in person, at our office locations. If the client is unable to attend in person we may be able to conduct a consultation via phone, however, phone consultations are not suggested. If a client elects for a representative to consult with a designer, the client understands that the information the representatives provides will be used as if it was coming from the client who desiring services. It is the client responsibility to thoroughly provide any information that is needed for design and planning purposes during the consultation.

**Quote/Invoices:** After the client has completed the consultation process, a quote will be emailed with all design and planning criteria in detail. It is the clients responsibility to review or request changes to the quote or invoice prior to paying deposits. By making a payment, the customer agrees and approved the quote or invoice, and the terms of this agreement.

- **Reservations** A 50% non-refundable deposit is required to secure your event date. If you are requesting, and we have available, a event date less than 3 weeks out, we may require a rush fee and you will be informed of this fee at the time of booking (usually \$50-\$100). All orders are final and non-refundable. By making a payment, the customer agrees to the terms within this contract, and approved the invoice. All orders and services are final and non-refundable. The balance of the order will be charged no later than 14 days prior to the event date. In the event that a payment of the remaining balance is not met, all deposits will be forfeited and reservation cancelled, unless payment arrangements have been setup with the owner.
- **Inclement Weather/Illness:** In the case of severe weather or unforeseen circumstances/illness, Birthday Sugar reserves the right to reschedule your party. If you choose to cancel the party due to severe weather or illness, please remember that your deposit is non- refundable

- **Parking:** Please allow ample space in your driveway or in front of your home for us to park. If the event is located at venue, prior parking arrangements are to be made, to ensure we have easy access in and out. In the case of rain or snow, entrance thru a covered garage would be greatly appreciated. A
- **Outdoor Events:** Birthday Sugar: Party Designers does charge \$150 fee for outdoor events. Due to weather conditions, and carrying equipment or supplies over uneasy terrains. Birthday Sugar: Party Designers will forfeit deposits and cancel contract if client fails to mention the event is outdoors. A
- **Liability:** Birthday Sugar, its owners and employees assume no responsibility or liability for accidents, allergies relating to food items, linens, centerpieces injuries to party guest, or property damage. As professional party designers, we can assure you we will provide a safe and entertaining environment for your guests.

### **Cleaning/Preparation and Room Readiness**

- If, upon arrival, Birthday Sugar: Party Designers discovers that tables, containers or other items require cleaning before we can properly setup your rentals, Birthday Sugar: Party Designers will charge your account for cleaning and preparing the necessary areas/items. Or, Birthday Sugar: Party Designers 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, Birthday Sugar: Party Designers may have to simply drop off the items and proceed to another event, and no refunds will be issued or 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.

### **Clean-up Service**

- **After Event Cleanup Services** the price is \$2.50 per guest with a A\$100 minimum. A
- **Self Clean-up** All items must be free of debris and liquids before Areturning. Catering items such as apothecary jars, beverage dispensers, charger plates or other must be rinsed before returning. Please discuss these services with your food provider. If the items are left in a full/dirty state, Birthday Sugar: Party Designers will charge a fee of \$25 per item. Deep cleaning of catering items is performed by Birthday Sugar: Party Designers using professional means. A

### **Centerpieces**

**Feather centerpieces** are assembled on site, and are NOT delivered ready- made. Please ensure adequate time for assembly of feather centerpieces. Birthday Sugar: Party Designers requires 20 minutes per centerpiece.

**Manzanita Centerpieces** are delivered pre assembled. However additional décor such as hanging crystal, candle, flowers etc. will require additional set up time. Birthday Sugar: Party Designers requires 10 minutes per centerpieces.

**Crystal Tree Centerpieces** require assembly. The required time for set is 10 minutes per centerpiece.

- It is the Client's responsibility to communicate with the venue (hall, hotel, etc) number of items needed for decorating such as: tables, chairs, and other specifics. Birthday Sugar:

Party Designers requires a minimum of 6 hours for to perform the work,. Some events may need more time, depending upon details required. If the venue will allow decorating the day before, Our Staff will met every effort to accommodate this allowance. Just as it takes many hours to set up and decorate, it will also take time to break down all decorations. For this reason, Client agrees to schedule a minimum of 2 hours for breakdown. Breakdown does not include clearing and bussing of tables, trash, etc. This is the caterers' responsibility. If Birthday Sugar: Party Designers staff have to clear tables in order to breakdown, an additional cleaning fee of \$150 an hour will be assessed to the final bill.

### **Ownership of Decorations**

It is agreed that all decorations that are included in Birthday Sugar: Party Designers inventory shall remain the property of the Birthday Sugar: Party Designers. However, if the Client purchases decorations, the client have full ownership of the property at the completion of the event, it is the client responsibility to gather all decorations at the end of the event. Birthday Sugar: Party Designers is not responsible if client decorations are not broke down or removed from event. There are instances that the client transfers ownership of their purchased decorations to the Decorator. Once the Client transfers ownership of decorations to the Decorator, then the items become the property of the Decorator and the Client can no longer take possession or transfer ownership of decorations to another party. In some instances, written consent must be presented to the Decorator from the Client granting full ownership. All rented decorations must be given back to the Decorator by noon of the following day. If decorations are not returned within 72 hours, the Decorator will charge a fee to the Client. If the Decorator outsources decorations from an outside

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vendor, the Client must return decorations by the end of the event. If outsourced decorations are not returned at the end of the event or are altered from the original state (damaged), then the Client will be charged a fee that will be determined by the outside vendor.

### **Digital Designs**

Digital Designs are a great way to show clients what the venue will look like the day of their event. Digital Designs payments are to be paid in full, before designs are released. (5) Five design revisions are included with your order.

We highly suggest our digital design services to avoid miscommunication of designs or poor design descriptions.

If a member of Birthday Sugar: Party Designers, designs a digital layout of the event, and the client has approved the design, no refund will be given after clients approval for the event designed.

- **Digital Designs** are optional for a fee starting at \$150.00- \$300.00 depending on the range of the work and the requested details. For Digital Video designs pricing starts at \$300.00 and up.
- **Event Branding**- Custom branding services are provided for weddings or other special events. Custom branding starts at \$80.00. A

### **Event Management**

- **Coordinating/Hosting** Event coordination and hosting is **NOT** included in package pricing. Hosting includes assisting guests, managing vendors, games or activities, serving food, drinks, cleaning etc. Birthday Sugar: Party Designers will set up the decorations and leave. Once decorations are set up, all equipment brought in and set up will be under client's liability. All damage and or missing property will be charged at full replacement cost.

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- In the event that Birthday Sugar: Party Designers staff members are needed to stay and or assists during the event, a rate of \$30.00 per hour is charged per staff member. It is the clients responsibility to give notice (14) fourteen days prior to the event to reserve Birthday Sugar: Party Designers staff for the event. In the event that we have to stay and assists, without notice, \$35 will be charged per hour, per staff member to the final bill. Client is still held liable for damages even if it Birthday Sugar: Party Designers are hosting or managing the event. Client will be responsible for any damage to property including but not limited to centerpieces, chairs, linens, backdrops, props, charger plates, etc.

### **Games/Prizes/Favors**

- Game hosting is **NOT** included in package price. A \$30 fee per hour is required for a staff member of Birthday Sugar: Party to host with games. A
- Party and shower package includes games, prizes, and party favors. Some items are custom made and it is possible that all game prizes may not look the same. Birthday Sugar: Party Designers premium favors value no less than \$12. A
- **Candy Catering** All Candy Buffets are fully customized to the individual event. Candy buffet prices vary according to design, theme, location, candy and or dessert selection and number of guests.

#### **Delivery/ Set Up/ Breakdown**

- All candy buffet services include delivery, setup, breakdown and clean up services.

#### **Policies**

- We DO NOT provide any catering, food or beverage services

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unless you order our candy and/or buffet services. It is the responsibility of the client to check with party guests for specific food allergies. We are not responsible for allergic reactions from any food that the client provides or outside vendors that the client chooses to use or vendors that Birthday Sugar: Party Designers referred to the client.

- Only candy provided by Birthday Sugar: Party Designers are allowed on the candy buffet, or the designated area for the candy buffet. A
- Guests are encouraged to take the remaining candies from the event. Birthday Sugar: Party Designers does not take the candy after the event it belongs to the client.

#### **Damages**

- **Candy Jars** must be rinsed and dry. Jars should be wrapped and placed in containers. Birthday Sugar: Party Designers provides glass apothecary jars to our clients. Please be mindful of small children handling glass. Birthday Sugar: Party Designers are not

responsible for any cuts, scrapes, or injury as a result of apothecary jars rentals. A

- Any broken chipped, cracked, or other apothecary jar as a result of the, will incur a fee of the full replacement cost of the jar or jars

- **FOOD ALLERGY DISCLAIMER AND INDEMNITY AGREEMENT AEXPRESS**

**WAIVER/RELEASE/RELINQUISH OF RIGHTS OR INTERESTS TO CLAIMS AGAINST: BIRTHDAY SUGAR: PARTY DESIGNERS. Some FOOD PRODUCTS COMMONLY KNOWN TO CAUSE ALLERGIC REACTIONS TO SOME CONSUMERS, SUCH AS, BUT NOT LIMITED TO, PEANUTS, NUTS, GLUTEN, DAIRY PRODUCTS, AND OTHER FOODS OR INGREDIENTS TO WHICH CONSUMERS/CUSTOMERS ARE OR MAY BE ALLERGIC, AND MAY RESULT IN MINOR OR MAJOR ADVERSE ALLERGIC REACTIONS, AND FOR WHICH BIRTHDAY SUGAR: PARTY DESIGNERS PROVIDES THIS EXPRESS DISCLAIMER FOR ANY AND ALL RESPONSIBILITY THEREFORE, INCLUDING BUT NOT LIMITED TO, ANY PAIN AND/OR SUFFERING, ILLNESS OR DISEASE, OR COSTS OR EXPENSE, OR ATTORNEY'S FEES, AS MAY ARISE OR RESULT FROM SUCH ALLERGIC REACTIONS OR EVENTS AS MAY BE SUFFERED BY THE CONSUMER/CUSTOMER ARISING FROM ANY KNOWN OR UNKNOWN FOOD ALLERGIES, ALLERGIC CONSEQUENCES AND RESULTING TREATMENTS, OR FROM CONSUMPTION OF SUCH FOODS OR FOOD PRODUCTS TO WHICH THE CONSUMER/CUSTOMER IS OR MAY BE ALLERGIC. Therefore, BY THESE PREMISES, THE UNDERSIGNED CUSTOMER OF BIRTHDAY SUGAR: PARTY DESIGNERS. DOES HEREBY ACKNOWLEDGE AND EXPRESSLY WAIVE, RELEASE AND RELINQUISH, AND HOLD BIRTHDAY SUGAR: PARTY DESIGNERS. INDEMNIFIED WITH RESPECT TO INCURRED COSTS AND/OR ATTORNEY'S FEES IN THE DEFENSE OF, ANY AND ALL RIGHT TO MAKE, FILE OR PURSUE CLAIMS AGAINST BIRTHDAY SUGAR: PARTY DESIGNERS . A**