# Beyond the Lounge Ltd. RENTAL TERMS AND CONDITIONS

(2 PAGE DOCUMENT)

All contracts of the Rental agreement shall be deemed to incorporate these terms and conditions. No variation or addition to these terms and conditions is effective unless a Director of the Company agrees to it, in writing.

#### **BOOKINGS**

- Rentals are reserved on a first come first serve basis. Standard terms, not including Net 30 client accounts, require a non-refundable deposit of 50% of the order is due to confirm your order. We will hold items for 24 hours only, unless the deposit payment is made. New accounts are subject to advance payment, existing accounts are Net 10 day terms with credit card on file, if cheque payment is not received within the Net 10 day terms, the card on file will be charged.
- All orders must be confirmed a minimum of 3 business days prior to the scheduled delivery time. Any changes to the items in your order can be made up to 24 hours prior to your delivery or pick up.
- We require a credit card to reserve the Rental items (hereinafter referred to as Rented Articles) requested. Should the furniture be damaged while in your possession, repairs will be charged to this card.
- The Renter agrees to have all additional costs charged to the credit card provided.
- The Renter agrees to make payment arrangements on or before the first day of the rental period. If payment is not received by the first day of the rental period, it will be assumed that the balance is to be charged to the credit card provided.
- The Company reserves the right to make substitutes, with advance notice to Renter, for Rented Articles that may be unavailable.
- The Company expressly reserves the right at its absolute discretion to suspend or cancel any services (whether in whole or in part) under its contract with the Renter in any case where the Renter is in breach of that contract or in breach of any credit or payment arrangements, whether the same be under that contract or any other contract or arrangement between the Renter and the Company
- Interest will be charged at the rate of 1.5% per month (19.56% per annum) on all overdue accounts, calculated as of the day of installation.

# **LABOUR RATES**

All quoted delivery, pickup, trucking and labour charges are estimates only. We provide complete setup and tear down included within this cost.

- Final Invoice will be based on actual time on site.
- Local Delivery and Pick-up is based on up to 1 hour on site, unless otherwise indicated on the quote.
- Additional charges will be applied to after-hours, Sundays, Statutory & Holidays and circumstances out of our control including but not limited to extra time onsite.
- These include but are not limited to venue access restrictions.
- Delivery can be arranged prior to event and picked up after the event with no additional rental charge.
- Additional charges apply for large items, large quantity, deliveries that involve stairs, some elevators or if items need to be carried more than minimal distances.
- All pricing is based on time out, whether used or not.

## **WAREHOUSE PICKUPS & RETURNS**

Renter is responsible for loading and unloading inventory themselves (this may require 2 people). Renter is responsible for ensuring load is securely fastened in an enclosed vehicle. Beyond the Lounge Ltd. reserves the right to refuse releasing inventory if the potential for damage is too great. There will be a 25% restocking fee if inventory is not authorized for release. Additional charges will apply if items are returned later than the contracted Return date.

## **DATE CHANGE & CANCELATION POLICY**

All of our rentals are rented as first come first. Which means that once you put down your deposit and reserve your items with us, as well as booking your event logistic itinerary, we no longer allow that availability to any other Renter. For these reasons we have a date change and cancellation policy in effect.

## DATE CHANGE POLICY:

- If changed with less than 15 days' notice to us, 10% of the total bill will be charged.
- If changed with less than 48 hours' notice to us, 20% of the total bill will be charged but would not exceed a max charge to the Renter of \$800.

## DATE CANCELATION POLICY:

- If cancelled with less than 15 days' notice to us, 25% of the total bill will be charged.
- If cancelled with less than 5 days' notice to us, 50% of the total bill will be charged.
- If cancelled with less than then 24 hours' notice to us, 100% of the total bill will be charged.

#### LAST MINUTE ORDERS

A 25% surcharge on the entire order, including delivery charges, will be applied to all orders confirmed less than 72 hours from the scheduled time of delivery. Rental orders placed or confirmed within 24hrs of event are not eligible for discounts.

## **LIABILITES**

The liabilities of the Renter commence at the time the Rented Articles are delivered to the site of the event or exhibition for which they are rented, or are collected from our premises, and continue until they are collected from the site by the Company or returned to our premises. During this time, the Renter will Keep, at the Renter's own expense, the said Rented Articles in good and substantial repair and condition, and in the event of any article being damaged beyond repair or lost by fire, theft or any other cause whatsoever, will pay Beyond the Lounge Ltd. the full replacement value of the Rented Articles plus the original rental charge. In the event of any Rented Article being damaged and requiring repair, the Renter will pay the full cost of such repair. Please Note: The replacement value of the Rented Articles will be supplied upon request.

No liability shall attach to the Company for:

- Any delay or failure to deliver due to circumstances, which are outside its control.
- Loss or damage howsoever caused to customer's own goods.
- Any dilapidation charges for fixing of floor or wall coverings to exhibition halls, venues or private residences.
- Any damage or injury caused by the misuse of the Company's property.

## **ACCEPTANCE OF ITEMS**

It is the duty of the Renter to provide a duly authorized representative to accept the Rented Articles and to sign a delivery receipt for Rented Articles. If the Renter fails to provide for this, the Renter will not be permitted to dispute subsequently the facts of the delivery and be deemed to have accepted the delivery and these conditions.

## **FINALIZING QUOTES (Estimates)**

All estimates are valid for 15 days from the date of issue; The Company cannot guarantee the availability on quoted stock until the client has confirmed the rental quote.

