

Bloom and Blush Nola Fine Jewelry Rental Agreement

Name _____

Contact number _____

Email address _____

EVENT DATE: _____

Name of Fine Jewelry Set you are interested in renting: _____

Please read this agreement, print, sign and date the bottom and return to us at Bloomandblushnola@gmail.com. We will be in touch to set up shipping arrangements.

The jewelry will be shipped to arrive at least one or two days before your event date. Because of shipping times and limited weekend delivery options, all jewelry will be shipped to arrive during the business week (Monday – Friday).

RESERVATION PAYMENT: A payment for the total rental price of the jewelry 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. Return Date is always the first business day following your event.*

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

Two Days Late – 20% of the rental fee for that item will be added to the total fees.

Three (3) to Seven (7) Days Late – 100% of the rental fee for that item will be added to the total fees.

Eight (8) or more 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, fluctuations in the value of gems and precious metals, 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 the second or third business day following your event, as return after such date may prevent us from having sufficient time to clean, repair and re-ship the jewelry to the next customer. 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.

CREDIT CHECK: *You understand investigative consumer reports may be obtained in connection with your placing a jewelry rental order. We may obtain information about you from outside sources and add it to or combine it with your personal information. You acknowledge this information may be used to make rental decisions, including but not limited to adjustments in the security deposit amount required up to 50% of the retail value of the jewelry being rented as a condition of jewelry shipment or cancellation of the order, at our sole discretion.*

SECURITY DEPOSITS: *To help protect us against loss, damages or theft of the jewelry, we require a Security Deposit approximating 50% of the retail value of all jewelry items rented. Any late fees/damage fees/additional fees or charges due us as provided in these Terms & Conditions will be charged to your credit card upon our receipt of the jewelry or the expiration of eight (8) days after the Return Date, whichever is earlier.*

LIQUIDATED DAMAGES: *We will retain title to all rented jewelry except as specifically provided in this paragraph. We will prepay shipping insurance for delivery to and from you and we'll provide insurance for loss or damage while the jewelry is in your custody. The insurance of the jewelry while in your custody will be subject to a deductible of 33% of the Retail Value of the jewelry. Any claims against the insurance coverage for damage or loss while in your custody is subject to adherence to our Insurance Claim Filing process which may require filing of police reports and/or other legal affidavits. 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 any of the jewelry is lost, stolen it is subject to the Insurance Claims Filing process. 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 equal to 50% 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 50% 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.*

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 covenant to treat it as if you own it. 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.*

DELIVERY OF JEWELRY: *Shipping is based on next-day shipping from our facility to your designated point of delivery, and the return to our facility from that area. 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 sign for and receive delivery of the jewelry item(s). 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 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.

RETURN SHIPPING: *The jewelry must be re-packaged in its jewelry box. Each jewelry box being returned 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 overnight shipment to any USPS Office or US Post Office in your area for return shipment. We prepay the shipping charges, including delivery insurance, and the cost is reflected in the transaction amount that will be charged to your credit card. 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.*

SALES/USE TAXES: *Applicable sales or other transaction taxes imposed on us in connection with your order will be included in your fees. Applicable use or other transaction taxes imposed on you in connection with your order of the jewelry are solely your responsibility to report and pay.*

LIABILITY: *You recognize and acknowledge that having jewelry in your possession or use can be 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.*

CANCELLATIONS: *If you cancel your order in writing, 75% of the rental payment will be refunded. Cancellation of an order is not an option once the jewelry has left our facility.*

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 Louisiana 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 Louisiana. 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 Louisiana 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.*

Name _____

Signature _____

Date signed _____