



Event Rentals

## TERMS AND CONDITIONS

- 1. Payment Terms:** Payment in full is expected by the due date specified on the invoice, unless alternative arrangements have been previously established. **A late fee of 10% will be applied to any past due invoice. Nonpayment 2 calendar days after the due date will be deemed abandonment and will result in cancellation and forfeiture of rental items.** Under California state law, Let's Party Event Rentals is required to collect sales tax based on delivery location, as applicable.
- 2. Deposits and Cancellation Fees:** For orders over \$500 a **\$100 non-refundable deposit is required** to reserve inventory for your event with the balance due 7-10 days before delivery. We will send you an invoice to review as the rental contract via our software partner, QuickBooks. In the event of a cancellation, the following cancellation charges apply to compensate Let's Party Event Rentals for its time, costs and expenditures in preparing for the obligations to the Renter. Once a reservation is confirmed by an invoice, it is considered a binding Rental Contract and all equipment on the order is reserved and made unavailable to other Renters. **Any order canceled before the due date listed on the invoice will be refunded, less a 3.5% bank processing fee, which will be deducted from the total refund amount. A 50% cancellation charge will apply to any rental items canceled less than three calendar days before your scheduled delivery date, except for linens. Linens must be paid in full by the due date, no refunds are offered on linen orders cancelled after this date. A 100% cancellation charge will apply to items canceled on the day of delivery.**
- 3. Reservation Agreement Accuracy:** It is the responsibility of the Renter to carefully review the invoice for accuracy of information including (but not limited to): the program date, delivery location and quantity of property requested. The Renter must advise Let's Party Event Rentals of any necessary adjustments or missing information in advance of the scheduled delivery date. Additions or changes to a confirmed invoice made within 3 business days of delivery are subject to availability.
- 4. Venue Access:** It is the responsibility of the Renter to ensure that all reserved rental property meets the accessibility parameters of the delivery location/venue. If, upon delivery, a product does not fit into the location/venue (including doorways, elevators or stairwells), charges will still apply to property deemed unusable. Refunds on unused rental property will not be given.
- 5. Receipt of Property:** The Renter is responsible for confirming the quantities and condition of all rental Property upon receipt of delivery. Let's Party Event Rentals requires that the Renter or Renter's authorized agent sign the invoice upon receipt of all orders, and notify Let's Party Event Rentals immediately of any discrepancies or deficiencies. Failure to notify Let's Party Event Rentals of any deficiencies within 1 hour after delivery signifies that the rental Property is in good operating condition and meets the Renter's requirements.
- 6. Return of Property:** The Renter shall be liable for all damages to or loss of the Property incurred while in their possession. All costs incurred by Let's Party Event Rentals in repairing or replacing damaged or lost property will be billed to the renter. **A \$50 return pick up fee in addition to a second delivery charge will be invoiced for rentals that are inaccessible/not prepared for pick up at the scheduled time.**
- 7. Assumption of Risk, Release of Liability:** Renter acknowledges there is a risk of losses, injuries or damages arising from or related to the use or transportation of rental property and assumes all risk of such losses, injuries or damages. Renter, for itself and its employees, contractors, agents and invitees, releases Let's Party Event Rentals from any and all responsibility or liability for such losses, claims, liabilities, demands, costs, injuries or damages which may be experienced arising from or related to the failure, use, installation, maintenance, storage or transport of rental Property.
- 8. Indemnity/Hold Harmless:** Renter agrees to indemnify and hold Let's Party Event Rentals harmless from and against any and all liability, claims, demands, damages, judgments, attorneys' fees and costs of every kind and nature including, but not limited to, injuries or death to persons and damage to property arising out of the use, installation, maintenance, construction, operation, or possession of rental Property, including any products sold for use with the Property.
- 9. Use, Permits, Etc:** Renter agrees not to use or allow others to use the rental Property in an illegal or unsafe manner. Renter will obtain and pay for all necessary permits or licenses with respect to Renter's use of the Property. Let's Party Event Rentals is not responsible for determining whether or not permits, licenses, etc., are required for Renter's use of rental Property.