



CONFETTI FAMILY PARTY RENTALS Rental Agreement.

METHODS OF PAYMENT: We accept all major credit cards. All type of checks must clear before the event. If a check is returned for insufficient funds, a \$50 fee will be charged. A 50% deposit is due at the time of rental reservation. Final count and payment in full are due no later than 10 days prior to event date. A valid credit card **MUST** be on file, which will also be held as security deposit on all rentals items. Once the order is placed, the client is authorizing CONFETTI FAMILY PARTY RENTALS to charge the client's credit card (in the event of damaged or stolen items) immediately for the amount agreed on per item. This

ORDER CANCELLATION: The client may cancel the order at anytime for any reason **FROM THE DATE OF THE ORDER UP TO 21 BUSINESS DAYS BEFORE THE EVENT DATE. HOWEVER, CONFETTI FAMILY PARTY RENTALS shall be entitled to retain a \$50 processing fee.** The remaining deposit amount shall be refunded. Cancellation of an event with less than 21 days remaining to event date will result in forfeiture of the entire 50% deposit made at the time of reservation.

LOST, DAMAGED, & REPLACEMENT COST: All rental items provide by CONFETTI FAMILY PARTY RENTALS must be returned in the same quantity and condition that the renter received them in, which means no tears, rips, stains, or holes. Full replacement cost will apply to any item deemed unsuitable or missing upon return of the order. Replacement costs will be the responsibility of the client. As a result of any lost merchandise, the client forfeits their right to any refunds or reimbursements. The client will also be billed for any excessive cleaning that is needed upon return of the rental items. The decision for replacement, repair costs, cleaning fees is at the discretion of CONFETTI FAMILY PARTY RENTALS. Replacement cost will be charged to client's credit card on file.

LATE RETURN FEES: A late return fee equal to 20% of the client's total rental order will be charged each day that the client's rental is late. After five business days late, client will be charged at full replacement cost regardless if rental items are returned to CONFETTI FAMILY PARTY RENTALS after such time. Late fees or replacement cost will be charged to client's credit card on file.

DELIVERY, SET UP & PICKUP: Because we arrive to do the set up 2-5 hours before the event begins, the client is not required to be present to sign for the delivery or pickup. Additional charges may apply. Depending on the quantity of the order, we request a 2-5 hour window before event begins to allow enough time to complete the set up. If delivered CONFETTI FAMILY PARTY RENTALS, will disassemble and pick up the rentals items after the event ends. Refunds will not be given once set up has been completed. Any rental items **NOT** set up by CONFETTI FAMILY PARTY RENTALS are the responsibility of the Client. This includes, but is not limited to, tablecloths, napkins, overlays and runners dropped off to a third party by customer request. Customer is liable for replacement costs for any items lost or damaged by a third party. If table linens are requested to be dropped off to a third party prior to the event date, additional charges may apply for delivery. CONFETTI FAMILY PARTY RENTALS is not liable for any arrangements with a third party made by the client and any late or missing fees as a result there of are the responsibility of the client. Chair rental fees do not include delivery, setup, or takedown. If you require delivery, we charge a fee based on the day, time of day, and location. This fee is not determined upon agreement of this contract. If NO elevator is provided in the venue and our only method is to use stairs \$.50 per chair we be added to the total price. There are no exceptions to these fees. Setup services are not included in the chair rental price. \$35 for every 100 chairs and cushions will be applied. \$.50per tables will apply. At time of pickup, chairs must be stacked without the cushions. Cushions must be put of the plastic bags, and all dinnerware should be wiped free of food and put back into the crates.

SELF INSTALLIONS: If you elect to forgo using us to setup your items, you are responsible for ensuring that all items are re-packaged for pickup in the exact same fashion as the items were delivered. Chairs stacked, pads bagged. Failure to do so will automatically authorize us to charge you the proper setup and delivery fees. (See above)

CLEANING & REPLACEMENT FEE: A cleaning fee of \$0.75 will be assessed per item if your host facility stacks any rental chairs while the pads are still attached to the seat. If the pad cover is braised, a replacement fee of \$10.00 will be assessed per each as it no longer will be able to be used. This occurs when facilities (postevent) stack the chairs with the pads still attached to the seat. Please be sure to let your facility know that they are not allowed to do this on your behalf. If they need the chairs out of the room/area, than you must contract with us to pickup the chairs immediately following your event (fee applies).

ATTORNEY FEES: In the event either party files any legal action or suit to compel the performance of any provision of this Contract, or to seek an interpretation of any Contract terms, the prevailing party shall be entitled. Addition to costs of attorney fees as determined by a court of competent jurisdiction.

INDEMNITY: The client (lessee) shall indemnify CONFETTI FAMILY PARTY RENTALS, against and hold CONFETTI FAMILY PARTY RENTALS, harmless against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Contract and/or the client's use of the rental products, Including without limitation the manufacturer, selection, delivery, possession, use, operation, injury or return of the rental products.

MISCELLANEOUS PROVISIONS: Damages: CONFETTI FAMILY PARTY RENTALS, is not responsible for any incidental or consequential damages caused by delays beyond CONFETTI FAMILY PARTY RENTALS control and no refunds will be given due to but not limited to delivery delays or errors made by the courier/delivery service. Entire agreement/Modification: This contract contains the entire agreement between CONFETTI FAMILY PARTY RENTALS, (lessor) and the client (lessee). No modifications of this contract shall be effective unless in writing and signed by both parties and witnessed.

WEATHER CONDITIONS: CONFETTI FAMILY PARTY RENTALS, is not responsible for acts of God. No refunds are given due to inclement or hazardous weather conditions or unused products. The terms of this contract between client and CONFETTI FAMILY PARTY RENTALS, remain valid and in effect for all changes (i.e. addition, deletion, or any changes to the order).

REFUND: The amounts on the proposal are based on the total order as outlined. Any changes, additions or deletions of individual line items may affect the total cost of the event. CONFETTI FAMILY PARTY RENTALS will refund client for excess charges only when the following takes place: 1) after all final changes have been made to the order, preferably 2 weeks prior to the event, 2) after the final payment has been received, and 3) the final invoice reflects a credit due to client's changes to the line items. All prices listed are valid for 30 days from the date of proposal. If for any reason a refund has been approved, CONFETTI FAMILY PARTY RENTALS will submit it within 30 days. If client chooses to make arrangements with another vendor CONFETTI FAMILY PARTY RENTALS is not liable for any costs incurred. No refunds will be given for late fees or replacement cost for any reason. There are no refunds for products that have been used.

PROPERTY. All Equipment is the property of CONFETTI FAMILY PARTY RENTALS. This is an agreement of rental only. It is expressly agreed that the Renter is not Owner's agent, servant or employee for any purpose, condition, or circumstance for, or in which the equipment is involved while being operated by the Renter. a) The Renter agrees not to pledge, mortgage or in any way encumber the property rented herein. b) The Equipment is and shall remain at all times the sole and exclusive property of CONFETTI FAMILY PARTY RENTALS. The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership by CONFETTI FAMILY PARTY RENTALS or manufacturer. c) The renter shall not under lease, loan or otherwise permit the Equipment to be used by any other person, firm or corporation, and said Equipment shall at all times remain under the immediate control, supervision and direction of the Renter personally.

DISCLAIMER OF WARRANTIES:

CONFETTI FAMILY PARTY RENTALS DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE EQUIPMENT, EXPRESS, OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANT ABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. CONFETTI FAMILY PARTY RENTALS further disclaims any liability for loss, damage, or injury to lessee or third parties as a result of any defects, latent or otherwise, in the equipment whether arising from CONFETTI FAMILY PARTY RENTALS negligence or application of the laws or strict liability. The products/equipment covered in this contract have been leased/rented by the client "AS IS" AND "WITH ALL FAULTS", and client (lessee) acknowledges that no warranties or merchantability or fitness for any particular purpose are to be implied in this transaction. Since we are a rental company there will be scuff marks on the bottom of some of the covers. If the product becomes unsafe or in disrepair during the term of this contract, client (lessee) agrees to discontinue use and notify . CONFETTI FAMILY PARTY RENTALS, immediately. . CONFETTI FAMILY PARTY RENTALS, will then attempt to replace product with similar product within reasonable time if similar product is available at the time . CONFETTI FAMILY PARTY RENTALS, received notice of said condition. . CONFETTI FAMILY PARTY RENTALS, will not be held responsible for any color variations due to the manufactures dilates in fabric or style of rental products. . CONFETTI FAMILY PARTY RENTALS, will not be held responsible for any colors and fabrics that do not match properly .

ADDITIONAL NOTES:

I _____ agree to pay CONFETTI FAMILY PARTY RENTALS the amount, for the description of work listed (\$ _____). I understand all payments must be done BEFORE the event(s). **Events with a date of less than 30 days REQUIRE a full payment,** otherwise It may be in two parts. **Part 1:** Approval of this contract. This will serve as a deposit, as well as hold the date for the event. **Part 2:** Will be requested ten (10) Days before the event. Any late payments are subject to late fees of \$35/month, and client is responsible for all legal fees incurred to collect funds. I understand cancellation of this contract will result in a forfeit of the deposit. CONFETTI FAMILY PARTY RENTALS is not responsible for any cancellations due to weather or other events. Client understands CONFETTI FAMILY PARTY RENTALS has the right to cancel any event, even under a written contract. I agree to all the terms listed above. The total cost above is for a 4 hour work time from the start time agreed on below, anytime over 4 hours is subject to a \$35 an hour fee per technician unless agreed upon before approval of contract.

Event Date & Start Time _____

Venue Name _____

Venue Address _____ City, State, Zip _____

Client Phone Number _____ Email _____

Print Name _____

Client Signature _____ Date _____

CONFETTI FAMILY PARTY RENTALS

786.308.7063 Ariel Castillo

786.287.4204 Circe Carrillo (Spanish)

CFPARTYRENTALS@YAHOO.COM

WWW.CONFETTIANDFOGFX.COM/PARTY_RENTALS

Make all checks payable to: CONFETTI FAMILY PARTY RENTALS



CREDIT CARD HOLDER AGREEMENT FORM

THIS FORM IS MANDATORY FOR ALL RENTAL CUSTOMERS AND MAY BE REQUIRED TO PAY FOR LOST OR DAMAGED EQUIPMENT. I AUTHORIZE CONFETTI & FOG FX INC. TO CHARGE THE FOLLOWING CREDIT CARD INCLUDING AN ADDITIONAL 3% TRANSACTION FEE OF THE TOTAL AMOUNT AGREED ON:

Company Name: _____

Company Address: _____ City, State, Zip _____

Cell Phone Number _____ Email _____

Drivers License Number and State (PLEASE INCLUDE A PHOTOCOPY OF YOUR DRIVER'S LICENSE)

_____ Date of Birth _____

CREDIT CARD INFO

Name on card: _____

Card Number _____

Card Type _____ EX/Date _____ CID CODE _____

Billing Address _____ City, State, Zip _____

CARD HOLDER SIGNATURE _____ DATE _____

PLEASE INCLUDE A PHOTOCOPY OF THE FRONT AND BACK OF THE CREDIT CARD THAT YOU ARE USING AND A COPY OF YOUR DRIVER'S LICENSE.

THANK YOU FOR YOUR BUSINESS!

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