

Party On, Utahns! Rental Terms and Agreement

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1747 Cherokee Drive Pleasant Grove, Ut 84062

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Rental Dates: Reservations are strictly on a first come first served basis. All orders may be picked up the day of an event and are due back the night of or the morning following at the specified "Rental Start Date" and "Rental Return Date" times written on contract. Please call with special circumstances. Additional days incur an additional day's rental fee without prior approval.

To Reserve you items the following are required:

- **A signed Rental Agreement.** This can be filled out in person or mailed to 1747 Cherokee Drive Pleasant Grove Utah 84062 **we will not invoice you or hold your items until we have the contract in hand.**
- **A Card on File** which can be filled out below, called in or added in person with scheduled appointments at 1747 Cherokee Drive Pleasant Grove
- **A non-refundable 50%** payment of all rental items

By completing these 3 items your event date will be reserved IF YOU HAVE NOT COMPLETED CONTRACT/CARD ON FILE & DEPOSIT YOUR ITEMS ARE NOT RESERVED

Payment Terms

A valid credit card must be kept on file. This can be done in person, or over the phone. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added items. The credit card will be charged if changes are made the day of the event, such as additional items are requested or required.

- The credit card will not be charged unless penalties apply.
- Payment can be made through Paypal or Square. Credit card payments through Square should be made in person with client signature. Credit card payment made without card present will be charged a 3% processing fee.
- *We do not accept checks.*
- No services contained in this agreement will be rendered, delivered or available if balance is not paid in full prior to event.

Orders and Changes: all order/service changes must be placed in email. Additional services require an appropriate reservation charge and will be charged in addition to current contract. 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 and card on file will be charged. The last day to remove items from your order is 30 days prior to your event (excluding your non-refundable deposit amount). Substitutions may be allowed based on availability.

Cancellations: Please be aware that once the contract is signed and your event date is scheduled, all other clients have been refused your specific rentals and services for your event date, and thus all payments are nonrefundable. All services may be cancelled if received in writing no later than 30 days prior to event. The reserved amount will not be nonrefundable; however, you would not be responsible for the remaining balance on your invoice. A credit in the amount of the payments made to reserve your date will remain on file if the event is postponed.

Weather Related Issues: Party on Utahns does not issue refunds for any reason, including inclement weather. Should bad weather or wind become an issue, Party on Utahns reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate an indoor function. **The client assumes all risks and hardships involved with having an outdoor event.** Please discuss "Plan B" with your coordinator. Party on Utahns is not responsible for revising your event design the day or two prior to your event, should inclement weather be ensuing. It is our desire that your event go as smoothly as possible. However, if you choose to chance the weather, **the client assumes full responsibility for wind and weather damages.** If Party on Utahns arrives for a delivery and the weather is bad or impending, we will call you or contact you in person to discuss options. Please always provide an additional contact name and number should you be unavailable the day of your event.

Pick Up Rental Requirements: Rentals must be picked up in a secure vehicle. Items must be returned on your due date to avoid additional charges. Any items missing upon return are automatically charged a late fee (additional day). Client is to inform us upon arrival if something is damaged or missing.

- **Bulky order pickups:** (furniture, backdrops, 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.** Pickup trucks arriving in rainy weather or without appropriate supplies will be denied rentals and will not be eligible for a refund.
- **Small order pickups:** Small orders may be picked up in a car or vehicle of choice, but all items must be in the enclosed

portion of the vehicle.

Delivery Fee: The delivery fee is calculated based on the number of items, bulkiness and delivery location.

- All items, containers and packing materials must be gathered and ready for loading following the event. Delivery includes drop off and pick up on event day. Items must be stored indoors, in a secure location until pick up. If times 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 the correct location. **Delivery fee does not include setup or take down.** Client is responsible to replace all items into the appropriate boxes.
- **Extended Load In/Out or 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.
- **We serve Utah County, Sanpete County and Salt Lake County**
- **Return Pick-Up:** If items are not accessible upon pick up, an additional day rental fee an additional trip fee will be charged, regardless of fault. Client has the option to return items to residence to avoid this fee. It is not Party on Utahns responsibility to ensure the items are ready for pick up or to look for missing items. If items are not returned within three (3) days, replacement fees will be assessed on top of the rental fees, no refunds, no exceptions.

Late Returns: If items are returned late, the customer will be charged for an additional day. If items are not returned within three (3) days and customer is not able to be reached, replacement fees will be assessed and charged to the credit card on file.

Service Guidelines: If you, your family members and friends are opting to decorate yourself, or use your own decorator, such person(s) are also required to abide by our guidelines, but you (the client) will be held responsible for damaged or missing items. Damaged Rentals: The client/renter agrees to pay for any damage or loss of items, regardless of cause, except for reasonable wear. These will be discussed at check in and fees will be charged to credit card on file.

Self-Clean-Up: All items must be free of debris and liquids before returning. Catering items such as fountains, chafing dishes 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, Party on Utahns will charge a fee of \$2.00 per item.

Misuse of Items: Upon pickup or deliver, if Party on Utahns perceives that misuse will occur, we will NOT leave the items and no refunds will be issued.

ORDINARY WEAR AND TEAR CLIENT shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; dirtying of rental items by food, mud, plaster, concrete, rosin, or any other material. Items that are returned in unserviceable condition will be charged replacement cost.

RETURN OF RENTAL ITEMS CLIENT agrees to return the rental items to Party On, Utahns in as good condition as when received, ordinary wear and tear excepted. CLIENT shall be responsible for all costs incurred by Party On, Utahns recovering and returning damaged rental items to Party On, Utahns premises.

INDEMNITY/HOLD HARMLESS Client will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Client agrees to hold harmless Party On, Utahns from and against all claims, liability, judgements, 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, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, excepting only those claims etc. That arise solely from the negligence or willful misconduct of Party On, Utahns.

ASSUMPTION OF RISK RELEASE & DISCHARGE OF LIABILITY. Client is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented hereunder, nevertheless, client elects to voluntarily enter into this rental agreement and expressly assumes all of the above risks of injury or damage. Client agrees to release and discharge Party On, Utahns from any and all responsibility or liability from such injury or damage arising out of the use or operation of the rental items. Client further agrees to waive, release and discharge any and all claims for injury or damage against Party On, Utahns which client otherwise may be entitled to assert.

DEFAULT Should CLIENT in any way fail to observe or comply with any provision of the Rental Agreement, Party On, Utahns may, at its sole option, terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, or pursue any other legal rights and remedies available to Party On, Utahns.

<p>CLIENT NAME: _____ CELL PHONE: _____ EMAIL: _____ ADDRESS: _____ CITY: _____ UT ZIP CODE _____ BRIDE _____ GROOM _____</p>	<p>Type of Credit Card Visa Mc Discover Am Express Name as it appears on card _____ Credit Card Number _____ Exp. date: _____ cvc: _____ Zip _____ Card Holder's Signature _____ Code _____ You may also call to add your card or come add your card in person if you don't want to fill this section out.</p>
<p>PICK UP Date: _____ TIME: _____ RETURN TIME: _____ Card on file will be charged hourly after return time. Contact Name of Person responsible for PickUp and Return of all Rental Items (if we have not been assigned to deliver/pickup for your event) Name: _____ CELL PHONE: _____</p>	<p>VENUE CONTACT: _____ VENUE PHONE # _____ ADDRESS: _____ CITY: _____</p>
<p>Delivery Delivery/Set Up Full Set Up Delivery Time: _____ Pick Up Time: _____ Contact Person Responsible for accepting delivery Name: _____ Cell Phone: _____ Card on file will be charged for additional time if items are not available for pick up at specified time.</p>	<p>_____ Delivery This charge delivers items to the curb of your event/venue. Items will then be hauled/set up by your party. Items will be picked up from same area. _____ Delivery Set Up This charge delivers items into your venue and includes set up of backdrops/beverage stands large items. Items will be picked up at designated time from the set up place. Client will be responsible to gather small items. _____ Delivery/Full Set Up This charge delivers items into your venue and includes set up and decorating the venue</p>
<p><i>Damaged/Missing Items:</i> Client/Renter assumes full responsibility of item upon possession and agrees to pay full replacement cost for lost or damaged items. Client Initials: _____ Date: _____ Heat will cause damage to our items candles, signs, ect.. DO NOT leave in your car or in extreme heat conditions (sun) you will be held responsible for damages.</p>	<p>Client understands that the rentals and components (including add-ons) must be returned clean, dry, and in the same condition as it was taken. A cleaning fee will be charged to card upon return if items are returned dirty up to \$2.00 per item. Totes and add ons such as extension cords/bolts will be automatically charged if not returned. Client Initials: _____ Date: _____</p>
<p>Client understands that they will not alter any decor rentals in any way that would cause damage. This would include cutting, stapling, nailing, gluing or anything that would change the appearance/functionality of the decor from the state that is was rented. Client Initials: _____ Date: _____ Tape/greenery wire is allowed on backdrops, that's it.</p>	<p>By signing below, client acknowledges that you have been given the Rental Agreement before being asked to sign. Your signature authorizes Party On, Utahns to hold a card on file for all charges due us under this agreement, including later payment of any fees, fines or penalties. Client Initials: _____ Date: _____</p>
<p>Client understands that all fees and fines will be automatically enforced and charged unless Party On, Utahns is notified and deems it appropriate to waive a fee. Client Initials: _____ Date: _____</p>	<p>Client understands that chalkboard marker will be used on all Chalkboard products *NOTHING ELSE** Client Initials: _____ Date: _____ Client will need to provide marker for chalkboards not included in rental</p>
<p>Coffee/Hot Chocolate Urns Client acknowledges that he/she has received and understands operating procedures for chaffers and urns. If not used correctly and damaged client will be required to replace unit. Use only gel sterno fuel discard used or empty fuel containers. Return Chaffers or Urns rinsed please DO NOT scrub we will clean and sanitize. Client Initials: _____ Date: _____</p>	<p>Linens All linens will be returned free of wax, food, and debris. Additional laundry, handling or replacement charges may apply if linens/runners/overlays are returned soiled beyond reasonable wear, or require wax, pin or knot removal. Lessee agrees to pay any such replacement fees for missing or damaged items. Client Initials: _____ Date: _____</p>

