

# Rental Terms and Conditions for Renting from LinenSupplier.com

Complete ALL items with a border

LinenSupplier.com (Lessor) hereby enters into an agreement with _____ (Lessee), residing at (Lessee Address) _____ to rent the property described as follows:

Subject to all terms / conditions of the contract the Lessee in consideration thereof, acknowledges and agrees as follows:

1. **Inspection.** The Lessee acknowledges that they will personally inspect the rental items, find them suitable for their needs and in good condition, that they understand the proper use and agree to inspect the rental items prior to use and notify LinenSupplier.com of any defects prior to event. Items can be inspected prior to your event when in your possession.
2. **Warranties.** There are no warranties of merchantability or fitness, either express or implied: There is no warranty that the rental items are free of any defects. Some minor defects may be on some items that are not readily apparent.
3. **Prohibited Uses.** Use of rental items in the following circumstances is prohibited and constitutes a breach of contract. (a) Improper, and unintended use or misuse (b) used by anyone other than the Lessee (c) used any other time or other location other than the event location furnished by the Lessee.
4. **Rental Items Fitting.** You may request chair cover samples prior to your event for an additional fee. All sample requests must be made through our website on our Sample Requests Orderform Page. It will be your responsibility to ensure that the cover selected fits the chair you wish to cover. Try any rental items on the actual equipment you will be using during your event. If the rental item does not fit, you will not be granted a refund. Ensuring proper fit is your responsibility.
5. **Damaged or lost items.** The Lessee agrees to pay for any damage to, loss of, or any theft (disappearance) made on the rental items. Regardless of cause, except reasonable wear. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items. Items damaged beyond repair will be paid for at its full replacement cost. The Lessee authorizes for the credit card provided by the Lessee to be used for any damages/missing rental items. You have the right to inspect any/all damaged items within two weeks of the charge levied against you. Any shipping involved in the inspection must be paid for by you.
6. **Insurance.** We do not insure rental items for you. This must be done at your own expense if necessary when items are in your possession.
7. **Cancellations.** Deposits are partially refundable. This ensures that the chair covers are available for you at your event. Orders cancelled 90 days or more before the contracted event date are refundable less a handling, materials and postage fee. This fee can be determined by multiplying your deposit amount times fifty percent. This covers the cost of turning away potential customers, any and all postage of materials, and various overhead costs incurred by us to ensure that your order is fulfilled with your utmost satisfaction. Orders cancelled from 90-60 days prior to shipping/delivery are subject to a 75% cancellation fee of the deposit. Orders cancelled less than 60 days prior to shipping/delivery are subject to a 100% cancellation fee of the deposit. Balances (due 30 days before your event date) are non-refundable without exceptions.
8. **Deposit.** If the remainder of the contracted price is not received two calendar weeks before the event date, the items may not be delivered to you for the event. Discretion will be made by LinenSupplier.com if the balance is not paid within two weeks of the event. This clause protects you so that your items are available for your event. A credit card (Visa or MasterCard) must be given as part of your security deposit regardless of method of payment used to secure your rental items for your event.
9. **Finalization of order.** You may drop your count by no more than ten percent of the total dollar amount. This change can be made at any time after the deposit has been received (thus confirming your order) up until 14 calendar days prior to the event when the remainder of the balance is due. There will be a forty dollar returned check fee assessed if a check is returned unpaid. It is the Lessee's responsibility to notify LinenSupplier.com. of any changes to the original order including address changes, shipping information, phone number, and final counts of needed rental items.
10. **Packaging.** All items must be packed as they are received in all boxes or cartons that they are shipped in. No folding or laundering required. If a shipping container is used, please ensure that you keep and return the rental items in the same shipping container. A fifty-dollar charge will be levied for all lost or non-returned plastic shipping containers used in local deliveries. Any reprinting of shipping labels will carry a ten-dollar reprinting fee. The Lessee authorizes for the credit card provided by the Lessee to be used for any and all packaging fees.
11. **Rental Items Responsibility.** You will be responsible for the items that are left at your location in a suitable secure location. A locked and secure location should be used to hold the items rented for your event. You will need to ensure that a responsible person protects the items rented, as you are ultimately responsible for them. You are wholly responsible for all items once they are received from the lessor or the shipping carrier. Your responsibility is relieved once we have taken possession of all rental items at our facility.
12. **Collection Costs.** The lessee will be wholly responsible for all costs associated with collection and litigation, including but not limited to, NSF check fees, reasonable attorney fees and costs of litigation to enforce the terms of this contract if the Lessee breaches the contract in any way.
13. **Enforcement.** The Law of the State of Florida applies when interpreting and enforcing this contract. The parties agree that the Polk County Florida Circuit Court is the only jurisdiction that litigation may be brought to enforce any provisions of this contract.
14. **Delivery.** In the event that the delivery service used to send your rental items to you fails (is at fault) to deliver the items to you on time, we (LinenSupplier.com.) are not responsible if we can provide a tracking statement identifying that we (LinenSupplier.com) did send the items to you in the time frame needed for you to receive them for your event. You will be liable for all rental and shipping charges. No refund can be requested from you to us in the event that the delivery carrier is at fault. You will need to recover any and all funds from the delivery carrier in the event that they failed to deliver the items to you on time. We will assist you in the process of this recovery, however rarely does this issue arise (Inclement weather, natural disaster, or plain delivery error). This also includes your inability to receive any packages on the delivery

_____ Lessee Signature (Please Sign)	_____ Date
<i>Your signature above signifies agreement to the terms and conditions found on this contract.</i>	

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date. Having someone available to receive the packages is your responsibility; your inability to use the items (based on a specific date the items are needed) cannot be reason enough for a credit of any rental or shipping fees.

- 15. **Return Shipping.** The Lessee is completely responsible for shipping the items back to the Lessor on the date specified. The Lessee agrees to return/ship the rental items on the first business day after the event date listed. The Lessor will never schedule a pickup for your items for their return. You are responsible for ensuring that the items are en route to the Lessor on the first business day after the event date listed. The Lessor and any third party cannot be held liable for not returning the items on time.
- 16. **Late Return.** The Lessee agrees to pay an additional rental fee for each and every day the items are returned late. The charge will be 1/7<sup>th</sup> of your total invoice amount per day. The Lessee authorizes for the credit card provided by the Lessee to be used for any late return charges. Time is the essence of this contract. Any extension must be given to you in writing to be valid. Failure to do so will accrue rental charges of no less than 100% of your rental invoice total for each week that the rental items are not returned. Charges will begin to accrue on the 2nd business day following your event if you fail to return or ship the items. Each subsequent day that passes with the non-receipt(shipment) of your rental items will incur an additional day's rental (1/7<sup>th</sup>). The total assessment of late fees shall not exceed the cost of the rental price per item invoice multiplied by nine per each of the items rented.
- 17. **Breach.** If any part of this contact is breached in any way, you are authorizing your automatic consent to apply any/all charges directly to your credit card by signing this agreement. No precautionary alerts will be given to you and you will not be able to refute the credit card charge if such actions placed you in Breach of this said contract.

1. <u>List the Date of the Event</u>	_____ / _____ / 2007
2. <u>Date/Time Items Needed (In your Possession):</u>	_____ / _____ / 2007 (SHOULD be ONE day before your event, contact us if different)
National Delivery	(> 30 Miles from Haines City, FL) _____ <Initial> I will return ship all rental items the <b>1st Business Day</b> following the event <List the date> _____ / _____ / 2007 _____ <Initial> <p style="text-align: center;"><b>← DELIVERY INFORMATION</b> List your Facility&amp;Address/Contact Name &amp; Number to the left</p>
Local Delivery (Haines City, FL area)	(Lessor Delivery for all orders within 30 miles of our facility in Haines City, FL) _____ <Initial> (Delivery charges apply.) Is Installation Needed? Yes / No ( <b>Circle One</b> ) (Installation charges apply. Call for information.) <p style="text-align: center;"><b>← If YES, list the DELIVERY INFORMATION</b> List your Facility&amp;Address/Contact Name &amp; Nbr to the left</p>
Customer Pickup	I can pickup no sooner than 2 Days before the event _____ <Initial> <List the date> _____ / _____ / 2007 _____ <Initial> I will return all rental items the 1st Business Day following the event _____ <Initial> <List the date> _____ / _____ / 2007 _____ <Initial>

**Sign/Date ALL pages of this contract. Return this and the signed original invoice to confirm the rental of your items.**

_____ Lessee Signature (Please Sign)	_____ Date
Your signature above signifies agreement to the terms and conditions found on this contract.	