

# CoverUps Rental Agreement

## **Agreement:**

By placing the order, the Customer agrees to the terms of this Agreement. No changes to the terms shall be effective unless made in writing by a representative of Cover Ups and the Customer.

## **Order Placement:**

Cover Ups is available to take orders and answer questions Monday through Friday between 9:00am and 5pm EST. Orders may be transmitted by Phone, Fax, Mail or E-mail. If you are in the greater Atlanta area, you may wish to visit our Showroom for a personal consultation, by appointment only.

**Confirming an Order:** Orders will be confirmed by fax or email. Customers are required to submit a Signed Reservation Agreement and Credit Card Authorization to place an order. It is the Customer's responsibility to check for accuracy of items ordered, delivery and pick up dates and locations. Changes to orders can be made at any time up to six (6) business days prior to the "action date" on your order. To assure product availability, Cover Ups recommends placing your order a minimum of two (2) weeks in advance.

**Reservation Fee:** A non-refundable reservation fee of Two Hundred Dollars (\$200.00), or one-half the total rental, is required to reserve your chair covers and linens. The Remaining Balance and Final Count are due six (6) business days prior to the scheduled event date. Cover Ups accepts VISA, MasterCard, American Express and Discover, and a personal check may be used when secured by a major credit card.

## **Delivery, Returns & Packaging:**

**Delivery:** Orders, which are within the Metro Atlanta delivery area, are scheduled to arrive at least one business day before the event date, subject to inventory availability.

All items must be available for Cover Ups to retrieve the Monday after the event, or the next business day if not on a weekend. If a same-night pickup is required, an additional fee of \$150.00 is required. The items are to be returned in the Cover Ups linen bags provided with the initial order. Items are not to be returned in plastic bags, as they will mildew, resulting in damage charges to the customer.

**Shipping:** All orders are shipped prepaid, round-trip via FedEx Ground. All shipments are scheduled for delivery at least one business day before the event date, subject to inventory availability.

All items must be shipped back to Cover Ups, in the Cover Ups return shipping duffel bag, within (one) 1 business day after the event date. If the items have not been returned within one week after the event date, Cover Ups reserves the right to charge the replacement value of the items to the Customer's credit card on file. A replacement value on Chair covers, napkins and sashes of five times the rental charge and a replacement value on Linens and Skirting of three times the rental charge will be assessed.

**Pick-up:** Orders may be picked up at least one business day before the event date subject to inventory availability. Cover Ups recommends that you call prior to pickup to ensure that the order is ready.

All items must be returned the Monday after the event, or the next business day if not on a weekend. The items are to be returned in the Cover Ups linen bags provided with the initial order. Items are not to be returned in plastic bags, as they will mildew, resulting in damage charges to the customer.

**Installations:** Orders, which are within the Metro Atlanta setup area, are scheduled to arrive and be installed the day of the event. A minimum of (100) chair covers is required for installation within that setup area. Cover Ups' representative will call the week of the event for an installation appointment. Failure to ensure availability of the facility for installation will result in additional charges.

All items must be available for Cover Ups to retrieve Monday after the event, or the next business day if not on a weekend. If a same-night pickup is required, an additional fee of \$150.00 is required. The items are to be returned in the Cover Ups linen bags provided with the initial order. Items are not to be returned in plastic bags, as they will mildew, resulting in damage charges to the customer.

**Cancellation:**

The Customer will be charged a 25% restocking fee for any order that is canceled with less than six (6) business day's notice prior to the event date. No refund shall be made when the cancellation is made closer in time to the event or once the items leave our warehouse. Items are considered a "rental" once they leave our warehouse.

A cancellation is not effective until Cover Ups sends an email confirming cancellation. The Customer agrees that the fees retained upon cancellation are not penalties, but are to compensate Cover Ups for administrative costs and potential lost sales. Refunds to the Customer will be paid by check within 21 days of cancellation.

**Inspection & Guarantees:**

The Customer is responsible for inspecting the rental items prior to use on the event date. Cover Ups warrants that the rental items will be shipped in good condition. The Customer acknowledges that there are no warranties for minor defects that are not readily apparent and / or are the result of normal wear and tear. Notification of any otherwise defective, damaged or missing items must be made to Cover Ups (and to FedEx if the damage occurred during shipping) before the event date. Cover Ups will make every reasonable attempt to replace the defective, damaged or missing items before the event date. If this is not possible, a refund will be made for the rental cost of such damaged or missing items.

**Damaged/Unreturned Items:**

The customer will be responsible for all damaged, lost, altered, or missing items. All items must be returned in the same condition as received, normal soiling and wear excluded. Cover Ups is able to remove most soil and many stains. For items missing or items returned with tears, soil, stains, burns or other marks that cannot be cleaned or repaired, the Customer authorizes the charge to the Customer's credit card on file for the replacement cost as follows: Chair covers, napkins and sashes of five times the rental charge and a replacement value on Linens and Skirting of three times the rental charge will be assessed

**Liabilities:**

Cover Ups shall not be liable for any injury, loss, or damage directly, indirectly or consequently arising out of the use, misuse or inability to use the rental items. The Customer shall indemnify and hold Cover Ups harmless from all claims, actions, proceedings, costs, damages and liabilities, including attorneys' fees, arising of the use, inability to use or misuse of the rental items. Some states do not allow certain limitations as to liability and to that extent, such limitations may not apply to you.

In the event the Customer violates this Agreement, the customer agrees to be responsible for all damages and costs, including, but not limited to, costs of collection and reasonable attorneys' fees.