

## **Cover Ups Rental Agreement**

**AGREEMENT:** 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.

**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 Linen or Chair Cover orders can be made at any time up to seven (7) business days prior to the "action date" on your order. Changes to Chiavari Chair orders can be made at any time up to fourteen (14) business days prior to the "action date" on your order.

**RESERVATION FEE:** A non-refundable reservation fee of Fifty Percent (50%) of the total rental is required to reserve your order. The Remaining Balance and Final Count are due seven (7) business days prior to the scheduled event date. A non-refundable reservation fee of one-half of the total rental is required to reserve your Chiavari Chair order. The Remaining Balance and Final Count are due fourteen (14) 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. All orders must be secured with a major credit card, even those paid by check.

**DELIVERY:** Linen or Chair Cover 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 Monday after the event, or the next business day. 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. Items are not to be returned in plastic bags, as they will mildew, resulting in damage charges to the customer. Delivery/Pickup fees are based on distance and applied to your order. For orders placed with less than 24 hours' notice, an emergency handling fee of \$50.00 will be applied. Chiavari Chair orders are delivered to your venue on Friday before the event, and retrieved on Monday after the event. Same-day, same-night or other special arrangements are subject to additional charges. Chairs must be ready for retrieval in the same stacked configuration as delivered. Chair Cushions in the boxes or totes they are delivered in.

**SHIPPING:** All Linen or Chair Cover 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.

**PICKUP:** Linen or Chair Cover Orders may be picked up at least one business day before the event date subject to inventory availability. All items must be returned the Monday after the event, or the next

business day. 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:** Linen or Chair Cover orders that are within the Metro Atlanta setup area are scheduled to arrive and be installed the day of the event. A minimum order size of \$400 is required for product installation. 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 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. Items are not to be returned in plastic bags, as they will mildew, resulting in damage charges to the customer. Chiavari Chair orders are delivered the Friday before the event and retrieved on the following Monday. Same-day, same-night or other special arrangements are subject to additional charges. Chairs must be ready for retrieval in the same stacked configuration as delivered. Chair Cushions in the boxes or totes they are delivered in.

**CANCELLATION:** The Customer will be charged a 50% restocking fee for any Linen or Chair Cover order that is canceled with less than seven (7) business days' 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. The Customer will be charged a 50% restocking fee for any Chiavari Chair order that is canceled with less than fourteen (14) business days' 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:** 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. Chiavari Chairs will be assessed at \$75 and Chair Cushions at \$25.

**CREDIT CARD SURCHARGE:** Cover Ups applies a surcharge of 2% on the transaction amount on credit card products, which is not greater than our cost of acceptance.

**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.