

**Event Rental Agreement**

This Rental Agreement (herein the “Agreement”) is made by and between Emily Walker and/or Anna Didway, DBA HWY109COUTURE (herein the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(here in ”Renter”), for the rental of furniture and accessories for Renter’s event (herein the “Event”) scheduled for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein the “Event Date”). The parties agree to the following terms and conditions set forth below:

1. DESCRIPTION OF RENTAL ITEMS

The parties agree to the rental by Renter of the items (herein the “Rental Items”) described in further detail in the attached Estimate, which is incorporated by reference and made a part of this Agreement. An amended Estimate may be prepared to indicate any changes, subject to the provisions in Paragraph 3 herein, entitled “CHANGES AND CANCELLATIONS”.

1. FEES AND PAYMENT

Renter agrees to pay the rental fee (herein the “Rental Fee”) specified in the attached Estimate (or as indicated in any subsequent Estimate signed by Renter), along with applicable sales tax, a damage deposit, delivery charges and/or other charges as stated in the Estimate. The Rental Items are not reserved for the Event Date until this signed Agreement has been returned with a non-refundable retainer and booking fee (herein “Retainer and Booking Fee”) equal to fifty percent (50%) of the total fee for the Rental Items and any sales tax and delivery charges. Payment of the Rental Fee may be made through our website. The remaining fifty percent (50%) balance is due thirty (30) days prior to Event Date. In the event that Renter does not pay the remaining balance, Company shall have no obligation to rent the Rentals Items to Renter and Company may terminate this Agreement and retain the non-refundable Retainer and Booking Fee. Any amounts owing by Renter to Company which remain unpaid after becoming due hereunder shall accrue interest at a rate of five percent (5%) per day commencing on said due date until paid in full. Renter agrees to pay all costs of collection, including court costs and attorneys’ fees, incurred by the Company in connection with collecting moneys due hereunder or otherwise enforcing the Company’s rights hereunder.

All Rental Fees are for time out and away from Company’s possession, regardless of whether the items are actually used for the Renter’s Event. No refunds will be given for unused Rental Items unless applicable under the Cancellation Policy below.

Late charges may apply on a per-day basis for Rental Items not returned on the date specified in the Estimate, at the rate of five percent (5%) per day of the Rental Fee.

If the Rental Items are not returned within the Company’s grace period, thirty-six hours (36), the Company assumes that you are taking possession of the Rental Items. You will be billed and, if card on file, charged to replace the Rental Items that are in your possession. If no payment is made within five days (5), legal action may be granted by the Company.

1. CHANGES AND CANCELLATIONS

Should Renter wish to cancel the rental of some, but not all, Rental Items, or make substitutions for certain Rental Items, in no event shall the total Rental Fee decrease by more than twenty percent (20%) of the total Rental Fee stated in the Estimate (or as indicated in any subsequent amended Estimate signed by Renter). Should such changes be made, an amended Estimate indicating the changes must be signed by Renter. There will be no refunds for cancellations of Rental Items made less than fourteen (14) days prior to the Event Date.

Should Renter wish to cancel this Agreement in full for any reason, including cancellation or postponement of the Event or a change or heart regarding using Company’s Rental Items, Renter agrees to the following conditions:

1. All cancellations must be made in writing (which includes email communication), or via telephone (must be person-to-person communication; voice messages are not sufficient).
2. The Retainer and Booking Fee identified in this Agreement shall be non-refundable regardless of when the notice of cancellation is given.
3. For cancellations made less than sixty (60) days prior to the Event Date, Renter is responsible for additional payment equal to fifty percent (50%) of the remaining balance of the Rental Fee, due to Company within five (5) business days of the notice to Company of cancellation.
4. For cancellations made less than fourteen (14) days prior to the Event Date, Renter is responsible for payment of the full balance of the Rental Fee, due to Company within five (5) business days of the notice to the company of the cancellation.

Should Renter’s Event be postponed, Company may, at its discretion, negotiate with Renter to attempt to reschedule the rental of the Rental Items, but there is no guarantee that the items will be available or the Company will accommodate such rescheduling.

**All cancellations after Retainer and Booking Fee is paid involving Company’s time ie. SET UP and/or TEAR DOWN will still be required to be paid in full.**

1. Set-up/ Tear down procedure

Hwy109couture offers set-up and tear down services based on availability of company. The terms of this process is outlined below:

* **Set-up is the unpacking, unloading, and placement of all items that belong to HWY109COUTURE. If Renter and HWY109COUTURE have pre-discussed setting up items that are NOT companies items they may also be set-up if contracted to do so.**
* **Start and End times must be discussed prior to adding this service on to rental contract. Any pick-up or pack-up time after 12:00 a.m. will have a $150 added fee. If event time ends prior to time discussed for any reason, HWY109COUTURE reserves the right to show up at previously agreed time.**
* **Tear down- Tear down is limited to only HYW109COUTURE items. The company is not responsible for any other packing of items that are not HWY109COUTURE rented items. The Renter is responsible to pack other items. If tear down is contracted, ALL rented items must leave with HWY109COUTURE after the event. NO items belonging to company shall remain in Renter’s possession for any reason. If Renter keeps any items this shall result in charges to Renter for additional days and/or cost of replacement.** 
  + **HWY109COUTURE is not required at anytime to sweep, mop, buss any tables, or clean the venue in any fashion. If additional fee is added by venue for this service, HWY109COUTURE is in no way financially responsible for this fee.**

1. DAMAGE TO RENTAL ITEMS

All Rental Items are examined by Company prior to the release to Renter, and Renter (or Renter’s representative, such as event coordinator) must inspect all Rental Items upon receipt, prior to the start of the Event. If damage is discovered by Renter prior to the start of the Event, Renter must notify Company immediately. Damages include broken, chipped or cracked items, beyond normal aging or wear and tear. If possible, Company will provide a replacement for any damaged Rental Items prior to the Event start time, but in no case should the damaged Rental Items be used at the Event. Any damages occurring after the Rental Items are accepted by Renters, including damage occurring as a result of any transporting the Rental Items (if transported by Renter), damages occurring during the Event; damages occurring following the Event, including while cleaning off the Rental Items, or while packing up the Rental Items, are the sole responsibility of Renter, whether actually caused by Renter or by Renter’s guests, Event venue staff, or third party Event vendors. Renter shall be responsible for the replacement cost of damaged Rental Items. Renter shall be required to remit payment equal to the amount of damage fees accessed within seven (7) days following the discovery by Company of the damage or notification by Renter or Renter’s representative, such as an Event Coordinator, of the damage, whichever is sooner.

\*\*Damage is determined by Company and does include damage beyond repair, not returned, not able to clean AND/OR damaged beyond repair prior to the items next rental period. This includes all wax from lit candles on linens, candlesticks and vases, etc.

1. PICK-UP PROCESS

All items shall be packaged in totes upon agreed pick-up time. Failure to have rentals items all accounted for and packed at time of HWY109Couture arrival will result in a late fee. The initial late fee is $150 and an additional $50 for every accrued fifteen (15) minutes. Every item will be counted by Hwy109couture personnel and verified by signature of Renter. If Renter chooses to forego the counting process, they are still required to sign for said Rental counts according to packing slip. Hwy109couture is not liable to bring any items not accounted for after packing slip is signed by Renter.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the above contract and will be in touch at minimum of 30 days prior to event on, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, regarding how Rental Items will be received into my possession.