



Terms and Conditions

This Agreement is between Atlanta Party Rentals & Plush Event Furnishings, hereinafter referred to as "Lessor" and the undersigned hereinafter referred to as "Lessee". Lessee hereby agrees to rent supplies and equipment under the terms and conditions specified below. Please read the entire agreement.

Ordering: Our Sales Team have office hours Monday – Friday 8:30am – 5:00pm. Orders may be placed by phone or email and will be confirmed via email. **Please check all items on your rental contract for accuracy before signing. Although we try to be as accurate as possible, the client is responsible for final review of the contract to ensure correctness.** Equipment is not considered reserved until this agreement is signed, a credit card authorization and/or ACH form is completed. Orders should be finalized with quantities of equipment, details, and **final payment 7 days prior to delivery**. Any changes thereafter are subject to availability, additional fees and/or cancellation fees.

* **Payment:** Rentals are payable in advance. A valid credit card and/or ACH bank information must be on file as security for replacement cost of items lost, damaged or stolen. **A 50% non-refundable deposit and a signed agreement are required to reserve an order.** Lessor accepts Visa, MC, Amex, corporate checks and ACH only. Charges for all lost or damaged items are due upon receipt and will be charged to the credit card and/or ACH on file. Deposits that are received by Lessor will be considered acceptance of contract and terms; **contract must be paid in full 7 days prior to delivery or customer pick up.**

* **Cancellations:** Notice of 7 days prior to delivery date is required to cancel a reservation. **Any special order or subleased equipment is nonrefundable.** All cancellations or restrictions made to a contract within 7 days of delivery or customer pick-up are subject to a restocking fee of 50%. Once items leave the warehouse they are considered "rented"/nonrefundable. Additions to the order will be honored if available. Tent items are subject to be charged in full 7 days before event.

**** Emergencies:** A representative can be reached after hours by dialing the office at 404-425-9966. Any new order or addition to orders placed after hours will incur additional fees.

Deliveries & Pick Ups: Delivery and pick up times are between 9am-4pm Monday through Saturday. Anytime beyond that is considered "after hours" and are subject to additional fees. Trucks are routed and loaded the day prior for delivery by 12:00pm. **Time windows are estimates only - actual times may vary due to truck routing, event location, scheduling and traffic. We will do our best to notify you of any delays in deliveries or pick-ups.** Lessee agrees to pay an extra charge for deliveries and pick-ups that: are more than 50 feet from the truck, require use of stairs or elevators or when Lessee requests specific delivery time slots or delivery is outside of Lessor's regular business hours. If setup is requested, a complete diagram must be provided to Lessor 48 hours prior to the delivery date or Lessor will not be responsible for set-up. Upon pick-up all items should be staged and ready in the same manner they were received. Lessee agrees to pay an additional fee if equipment is unavailable because of but not limited to locked gates, garages, doors or unattended residences.

Responsibilities: Lessee represents and warrants that Lessee has insurance against liability for injury to person and property in amounts equal to or more than a combined single limit of \$1,000,000.00 and that Lessee maintains insurance against loss or damage to the equipment in the amount equal to or more than \$1,000,000.00. Lessee agrees to count all items on arrival to insure accuracy before signing as received. Lessee assumes responsibility of equipment from the time it is received by Lessee until it is returned to Lessor and further agrees to use the equipment in a prudent and reasonable manner. Lessee agrees to be liable for any loss, theft, damage, breakage or other destruction of equipment. All lost or broken items have an associated replacement value. Lessee agrees to pay for lost or damage items upon receipt of the invoice. Credits will be issued for lost items if returned within 3 days. Discounts, trades or donations do not release signee or company from charges for loss, damage or theft of equipment. Lessee agrees to return all items in the same manner and condition equipment was received. Tables and chairs should be covered or bagged with appropriate packaging, folded, stacked, and staged in a clean, dry location. All flatware, serving pieces and china must be rinsed, free of food residue and placed in the supplied crates, racks, or bins to avoid a 10-cent cleaning fee per item. Linens should be returned in the supplied linen bags or bundled. Avoid placing linens in plastic bags, to avoid be charged for damage due to mold or mildew. Lessee agrees that all linens that are lost, torn, burned, or soiled beyond cleaning are subject to a replacement fee. Lessee agrees to provide appropriate vehicle and tie downs for customer pick up and returns. Lessor is not liable for any property damage or personal injury associated with customer pick-ups and returns. Lessee agrees to be charged for late returns and any extra day's equipment was out of inventory. When using cooking or heating equipment, client fully understands and acknowledges the safety requirements associated with those items and the use of propane.

Tenting: Site visits are suggested for tents larger than 20x20. Lessee is responsible for all permits, permissions or inspections required by law and/or property owners for installation and use of the tents. Lessor will provide a fire-retardant flame certificate to accommodate permitting. Quotes are based on normal installation, on level ground, and staked into ground unless otherwise noted. Lessee is responsible for properly marking underground utilities (gas, water, electrical, sprinkler) prior to installations of staked tents. If ground is not properly marked, Lessor cannot be held responsible for any damage to utility or sprinkler lines caused by staking. Stakes are driven up to 4' depth. **Tents are NEVER to be used as storm shelter! In severe weather, including but not limited to lightning, heavy rains, and high winds, the tent should be evacuated! Lessee is responsible for creating an inclement weather backup and emergency evacuation plan for the event.**

Governing Law. The terms and conditions and contract between Lessor and Lessee are governed under the laws of the State of Georgia and venue for enforcement of any lawsuit regarding these terms and conditions shall be brought exclusively in the courts of Fulton County, Georgia.

By signing this agreement, the Lessee and affiliated associates agree to the above terms and conditions.

Signature: _____

Date: _____

Print Name: _____

Company: _____