

BELLINGHAM WEDDING & EVENT RENTALS RENTAL CONTRACT – TERMS & CONDITIONS

PAYMENT OF A DEPOSIT AND/OR SIGNATURE CONSTITUTES AGREEMENT TO THE FOLLOWING RENTAL CONTRACT FOR BELLINGHAM WEDDING AND EVENT RENTALS

Cancellation Policy effective during Covid-19. No Exceptions.

Understanding and following all state, county and local health official rules and guidelines is the responsibility of the renter. With the constant changes of gathering allowances, for wedding and non-wedding related events, the following contract and policy is in effect. BWER recommends to fully consider these risks before reserving rentals. Please ensure you read and understand the below before signing.

Pricing & Product Availability: BWER holds pricing and guarantee product availability for 14 days after the quote date. Once contract has been signed and deposit payment made, your reservation is confirmed. Final changes, substitutions and final counts are due 14 days prior to rental pickup and/or delivery date.

Payment & Cancellation Policy: All rental orders must be secured with a **signed contract and 50% deposit** at time of order, unless credit has been established. All reservations require a credit card to confirm orders. Any rental order that is cancelled, will **forfeit 25% of contract total**. Any rental order that is cancelled within thirty (30) days prior to delivery or pickup date, will **forfeit deposit and subject to 100% of contract total. Remaining balance and final changes are due fourteen (14) days prior to delivery or pickup date, after which, no further changes will be permitted.** No deductions may be made to an order after the 14-day deadline. Additions made after the 14-day deadline will require payment of a separate change. All changes to rental orders are subject to availability in all events. When a reservation is made within a 14-day period prior to delivery or pickup date, full contract total will be due at time of booking, and will forfeit 100% of contract total when order is cancelled. No credit or refunds will be given for unused items once delivered.

Delivery/Pickup Fees & Limitations: Delivery/Pickup fees are calculated based on the number of items, bulkiness, location and/or if additional trips are required. A responsible party must be present for their entire delivery window and on-site upon delivery to accept rental items. Delivery fee includes drop off at the lowest level of the structure. Delivery fees **DO NOT** include set-up, going up/down flights of stairs or elevators, or carrying items more than 20-feet from truck. If delivery requires labor intensive load in/out (including elevators/stairs) logistical details must be arranged prior to event. Please be specific about delivery details of your location prior to making a reservation. If BWER discovers a special delivery situation upon arrival, an extra fee will be added to your total. **Labor intensive deliveries range from an additional \$50-\$200.**

In between delivery and pickup, you agree to provide secure storage for rented items, protect all items from sprinkler systems, and/or inclement weather including rain, and properly repack all items as delivered in their containers. You accept full risk for the duration of your rental period until all items are loaded onto our trucks.

Upon pickup, all equipment is to be taken down, stacked and ready for pickup at designated retrieval area. If you, the renter, will not be available during pickup, it is your responsibility to coordinate with the venue or a responsible individual to ensure all items are gathered together in the correct location. Pickup fees **DO NOT** include teardown, removal, packing, racking, stacking, or cleanup. All items must properly repacked and placed into the appropriate containers and/or boxes they arrived in. Items must be stored indoors or in a secured, covered, dry location until pickup. **DO NOT LEAVE RENTAL ITEMS OUTDOORS DURING INCLEMENT WEATHER. An additional charge of \$50-\$200 will be assessed for non-compliance, including rental items that are returned wet.**

Tail-Gate Deliveries and Pickups Include:

- Ground-floor drop-off/pick-up, and leveled surface to accommodate chair rack dollies and wheeled carts.
- Tables and chairs will be dropped off in stacks and must be properly re-stacked as they were upon delivery, prior to our retrieval. Additional fees will apply if items are not stacked.
- Linens, in most cases, will arrive in stacked bags. Linens will need to be shaken out, dry, and placed into laundry bags upon pickup time. Additional fees will apply if linens are wet upon pickup.
- Dinnerware, glassware, and flatware will be dropped off in plastic racks and bussing tubs, and will need to be rinsed of food and placed back into the same racks upon pickup or additional fees will apply.
- All other rented items must be repacked as delivered in their containers. All containers and packing materials must be returned with your order, or fees will be assessed.

No goods may be moved from the place of delivery without written permission of BWER. Renter shall have all equipment available for pickup by BWER on the pickup date listed under "Logistics > Standard Service Pickup" on your rental order. Failure to have said equipment available will subject renter to an additional rental charge for each day the equipment is not available for pickup and/or staffing fees of **\$100/HR** for each additional hour not available, with a minimum of a 2-hour charge.

After-Hours Delivery/Pickup: Late night pickup service is available, upon discretion, for any pickups at 9:00PM or later. Additional fees will be applied starting at a flat fee of \$80.

In-Store Pickup Rental Requirements: Rentals must be picked-up in a secure vehicle. Small orders may be picked-up in a car or vehicle of choice, but all items must be in the enclosed portion of vehicle. Bulky orders must be picked-up in a full-size pickup with tailgate, moving blankets, and tie downs or in an enclosed trailer with proper tie downs. Renter is responsible for supplying own moving supplies. Pick-up trucks arriving in rainy weather must bring appropriate supplies. Tables must be picked-up in an enclosed vehicle, van, covered trailer, or box truck. No flat-bed trailers allowed for ANY order, no exceptions. Any customer arriving in a flat-bed trailer will be denied rentals and will not be eligible for a refund. Items must be returned on your due date to avoid additional charges.

Cleaning Policy: All items rented from BWER must be returned clean, free of food and otherwise in good order, condition and repair and rental ready. Additional charges, replacement/damage fees will apply for non-compliance:

- **Linens:** No rips, tears, burn holes, pin piercings, tape, candle wax stain, ink/marker stains, or chocolate fountain stains. Shake out all linens before placing them into laundry bags. Wet or damp linens must be completely air dried before placing into laundry bags to prevent mold and/or mildew. Do not leave laundry bag of linens outdoors overnight.
- **Tables:** Must be reasonably free of food, dirt, debris and contaminants, and otherwise in good order, condition and repair and rental-ready.
- **Folding Chairs:** Must be free of mud, grass, and other dirt, debris, food and contaminants.
- **Dinnerware:** Must be rinsed off due to sanitary reasons before return.
- **Flatware:** Must be rinsed off and placed in to bussing tubs provided due to sanitary reasons before return.
- **Glassware:** Empty any excess liquids, and place them upside down back into the plastic racking provided. If different types of glassware were rented, place each glassware type in its designated rack.
- **Catering Equip:** Must be rinsed off due to sanitary reasons before return.
- **Concession items:** Remove food particles from each machine (example: popcorn) before return.
- **Grills:** Remove food particles and cleaned out before return.
- **Tents:** Remove all floral arrangements, tape, trash, decorations and other items are removed from all tents prior to packing up. Allow tents to air dry if wet or damp prior to enclosing them in their covers.
- **All other rental items:** Repack, recover and place back into proper containers. All containers, boxes, totes, and packing material must be returned to avoid replacement fees.

Equipment Care & Preparation: Customer shall use all property in a careful and proper manner, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received.

Late Returns: Rental items returned late will be charged for an additional day. If items are not returned within three days and customer is not able to be reached, replacement fees will be assessed and charged. Communication is important.

Damage & Loss: You shall at your own expense provide and maintain protection or personal guarantee against loss, damage or destruction to the rented equipment, including storage containers or protective casing used for transport. You assume full responsibility of item upon possession and agree to pay full retail replacement cost for lost or damaged items. Should an item be discontinued, renter shall pay retail cost on a suitable replacement unit as deemed appropriate by BWER. A valid credit card must be on file for these charges. If you find missing rental items, please return them to our office within 5 days for a full refund.

Linen Policy: Please note that your linens may come from different dye lots and vary slightly in color. This is unavoidable. Damage due to negligence includes, but is not limited to, candle wax, burns, tears, cuts, holes, ink, mold/mildew will be renter's responsibility and charged the full replacement cost. **DO NOT USE WAX CANDLES WITH AN OPEN FLAME WITH OUR LINEN.** Please use battery operated candles only.

Tent Policy: Must be secured from wind using ropes/stakes or weights. Wind can cause unsecured tents to blow over causing damage or injury. Ropes and stakes can be a tripping hazard - use caution. Tents must be taken down if winds exceed 20 MPH - structural limitation. Tents are water resistant, not water proof. No BBQs or open flames under or within 25' of tent. Follow instructions carefully. Renter is responsible for any damage. Allow tents to air dry if wet or damp prior to enclosing them in their covers for return.

Helium Tank Policy: With respect to helium rentals, the rented item is the helium cylinder, which must be returned to BWER complete and in good order, condition and repair in order to avoid being charged for its replacement cost. The purchased item is the helium gas that fills the rented helium cylinder. All tank prices include tank rental and helium purchase. All charges are final, there are no refunds for helium not used. Each tank rented will come with 1-nozzle.

Concession Equipment Policy: Concession equipment may be damaged during, or malfunction as a result of, transportation. It is the renter's responsibility to carefully review all safety instructions and manuals provided or made available in connection with such equipment, to carefully examine and test such equipment upon its delivery to the event site, and to notify us of any issues within 30 minutes of its arrival. In all other events, we will assume such items are in good working order.

Our Responsibility: To provide you with the correct product in correct quantities to you in a safe and timely manner; to provide the same product as advertised in the condition advertised or displayed; To educate you in the proper use, set-up, take-down, and storage of your rental products. Every effort is made to fill your order exactly as requested. If circumstances prevent us from doing so, BWER reserves the right to upgrade the quality or find a substitute product.

Hold Harmless: By signing a rental agreement, Renter below will indemnify and hold harmless Bellingham Wedding and Event Rentals (BWER) and its agents and employees from any and all claims, actions, and judgments relating to and arising from the Renter's use of rental equipment from time of delivery or pickup to time of retrieval or drop off.

Force Majeure: BWER will use its best efforts to prevent delays or postponements in service, however, BWER shall not be liable for any damages of any kind incurred by the Client by reason of any postponement or delay of service caused by acts of God, alien invasion, strikes, lockouts, or other industrial conflicts, wars, riots, arrests, explosion, fires, damage to machinery or other cause not within the control of the BWER.

Resolving Disputes: If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Whatcom County., Washington. Any costs and fees, other than attorney fees, associated with the mediation will be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in Whatcom County under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

Execution by Facsimile/E-Mail: This Agreement may be executed by the Parties and transmitted by facsimile and electronic mail, or if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered and executed the original Agreement.