

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.

Effective during Covid-19. 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 still in effect. BWER recommends to fully consider these risks before reserving rentals.

Payment & Cancellation Policies: All rental orders must be secured with a signed contract and **50% deposit** at time of order, unless credit has been established. 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 Limitations & Fees: Rental fees **DO NOT** include the set-up or take down of items. Delivery service **DOES NOT** include packing, racking or stacking; going up/down flights of stairs or elevators; or carrying items more than 50 feet from truck. All equipment is to be taken down and stacked for pickup at designated retrieval area. An **ADDITIONAL** charge of **\$60/HR** will be assessed for non-compliance.

Tail-Gate Deliveries and Pickups Include:

- Ground-floor drop-off/pick-up, and leveled surface to accommodate wheeled carts.
- Tables and chairs will be dropped off in stacks and must be properly re-stacked prior to our retrieval. Additional fees may apply if items are not stacked.
- Linens, in most cases, will arrive in stacked bags. Linens will need to be shaken out and placed into laundry bags upon pickup time.
- 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 could apply.

No goods may be moved from the place of delivery without written permission of BWER. Customer shall have all equipment available for pickup by BWER on the pickup date listed under “ORDER END DATE and TIME” on the delivery order. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pickup, or staffing fees of **\$60/HR** for each additional hour not available.

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 Return Late Fees: Late return fees of rental items, excluding linens, will incur a **\$50/day for each day late**. Late returns of **linens are subject to an additional fee**, to be calculated at time of return, but may be considered an additional full day of rental.

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.

Cleaning Policies: All items rented from BWER must be returned clean and free of food. Otherwise, additional charges will apply.

- **Linens:** Please shake out all linens before placing them into laundry bags. Wet or damp linens must be completely dried before placing into linen bags to prevent mold and/or mildew.
- **Tables:** Please ensure that all tables are reasonably free of food, dirt, debris and contaminants, and otherwise in good order, condition and repair, rental-ready, to their original delivery location.
- **Folding Chairs:** Please ensure that all chairs are free of mud, grass, and other dirt, debris, food and contaminants. They must be properly re-stacked prior to our retrieval.
- **Dinnerware:** Please ensure that these items are rinsed off due to sanitary reasons before return or scheduled pickup.
- **Flatware:** Please place all rinsed flatware into bussing tubs provided by BWER and separate all utensils by type.
- **Glassware:** Please empty any excess liquids, and place them upside down back into the plastic racking provided by BWER. If different types of glassware were rented, please place each glassware type in its designated rack.
- **Catering Equip:** Please ensure that chafing pans are rinsed off due to sanitary reasons before return or scheduled pickup.
- **Concession items:** Please ensure that all food particles are removed from each machine (example: popcorn)
- **Grills:** Please ensure that all cooking equipment is cleaned out upon return or scheduled pickup.
- **Tents:** Please ensure that all floral arrangements, tape, trash, decorations and other items are removed from all tents prior to packing up.

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. Follow instructions carefully. Customers responsible for any damage. Tents are water resistant, not water proof. No BBQs or open flames under or within 25' of tent.

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 customer'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.

Dye Lots: Your linens may come from different dye lots and vary slightly in color. This is unavoidable.

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 pick up 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.

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, for its full replacement value. A valid credit card must be on file for these charges.

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