

Company Name (optional)	Customer First & Last
<p><b>Luxe Event Rental, LLC</b> ("Lessor,") agrees to lease/rent the items designated on the face hereof ("Equipment") to the customer identified on the face hereof ("Customer") according to the following terms and conditions of this agreement. In order to eliminate any outside Representations or Warranties, this Rental Agreement embodies the full and only agreement between Lessor and the Customer.</p>	

<b>DELIVERY</b>	VENUE NAME	<b>OR</b>	<b>CUSTOMER SELF PICKUP AND RETURN</b>
ADDRESS	APT, STE, FLR, UNT		CUSTOMER WILL PICK UP FROM WAREHOUSE LOCATION. 4360 COMMERCE CIRCLE, SUITE C, ATLANTA, GA 30336 PICK UP HOURS MON. – FRI. 11:00 AM – 4:00 PM – ALL CUSTOMER AGREES TO CALL (678)258.9369 TO COORDINATE A SPECIFIC ARRIVAL TIME FOR PICK UP AND RETURN ON THE DAY OF PICKUP AND RETURN.
CITY	STATE    ZIP		

<p style="text-align: center;"><b>INSIDE OR ON THE PROPERTY</b></p>	<p style="text-align: center;">Applies to delivery and pick up.</p> <hr style="width: 50%; margin: 10px auto;"/> <p>Includes Service to:</p> <ul style="list-style-type: none"> <li>Front or Back Yard</li> <li>Venue</li> <li>Parking Lot</li> <li>Public Park or Field</li> </ul>	<p>By selecting this option: "Inside or On the Property Address" as your order delivery &amp; pick up terms, the Customer has instructed Lessor to complete delivery and pickup of the rental equipment on the property address(es) listed on the order and to place Equipment in a mutually agreed upon area within 50' of the truck. Lessor and their delivery crew agree to take care and precaution during the delivery and pickup of the order. Customer agrees to indemnify and release Lessor and its successors, assigns, directors, officers, employees, representatives' subcontractors, and agents (collectively, the "Indemnitees") from all claims of liability for damages that may result during delivery and/or pick up at the address(es) listed on the order and this agreement, including updated addresses. Customer also releases Indemnitees from any claims of bodily injury. Lessor reserves the right to refuse delivery or pick up if the property or environment is considered unsafe by Lessor and Customer understands no refund will be given in this case. Customer agrees to assume all liability for damages and injury claims that may arise from delivery and pickup services.</p>
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<p style="text-align: center;"><b>CURBSIDE ONLY OR OFF PROPERTY</b></p>	<p>By selecting the delivery and pickup option "curbside only or off property", the equipment will <b>NOT</b> be transported inside, on, or out of the property. This also excludes lawn and parking areas.</p> <p>Lessor will deliver and pick up at the street side or curbside <b>ONLY</b>. The customer will be responsible for transporting the equipment to and from the curb once the truck arrives to deliver and pick up.</p>
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<p style="text-align: center;"><b>CUSTOMER SELF-PICK-UP AND RETURN</b></p>	<p>By selecting "customer self-pick-up and return", Customer agrees to indemnify Lessor against all claims related to customer pickup and return services, including any vehicle damage.</p>
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## Incidental Hold

A required incidental hold will be collected from the Customer's card on file within 7 business days of delivery. The Customer and cardholder are responsible for charges related to any missing, dirty, or damaged Equipment occurring while in the Customer's possession. Notwithstanding anything contained herein to the contrary, Lessor shall not be liable for any consequential or incidental damages associated with the replacement or substitution of any unsafe equipment, including claims for delays.

**ORDER TOTAL**

**INCIDENTAL HOLD AMOUNT**

\$0.00 - \$1000.00 = **\$250.00 or more\***

\$1000.00 + = **\$500.00 or more\***

\*Incidentals are collected within **7 business days** of delivery and can be released 3-5 business days after return of all Equipment in pre-rental condition.

\*An incidental hold may increase for reasons related but not limited to curbside delivery, outdoor delivery, or if there is an indication of possible misuse, overuse, unauthorized transport or based on the actual equipment value.

## Customer Obligations for Equipment Return and Preparation

Take note of how we deliver your Equipment. Equipment must be ready for pick up when we arrive. Customer agrees to have all Equipment returned to the exact area of delivery and ready for pickup. Customer understands that charges will apply if the Equipment requires disassembly, stacking, repackaging, or cleaning upon pick up of Equipment, unless disassembly, stacking, repackaging, or cleaning services are purchased in advance. Customer agrees to pay charges relating to re-placing items into boxes, crates, and/or containers at pickup if the Customer fails to do so.

<input type="checkbox"/> <b>YES</b>	Customer agrees to have all Equipment disassembled, clean, stacked and folded in the same area as delivered.
<input type="checkbox"/> <b>PAID</b>	Customer paid or authorizes payment for additional set up and disassembly of the Equipment.
<input type="checkbox"/> <b>PICK UP</b>	Customer will be going to the warehouse to pick up and return the Equipment on his/her own.

## CREDIT CARD PRE-AUTHORIZATION

### CARDHOLDER BILLING INFORMATION - REQUIRED EVEN IF YOUR ORDER IS PAID IN FULL

Cardholder's First and Last Name		Email		Apply Terms to	
Billing Phone #	Billing Street Address		Unit Suite Apt	City, State, Zip Code	
Card Number	Expiration Date	CVV	Upload Photo ID	Upload Front of Card	Upload Back of Card

**Electronic Payments and Credit Card Charges:** This document shall serve as the "signature on file" for all rental agreements in the name listed above and/or the name of the company. If the customer/undersigned: (A) extends the Rental Period; (B) fails to return the equipment at the expiration of the Rental Period; (C) Purchases any additional services, supplies or accessories, the undersigned; (D) damages or loses the rented equipment, customer authorizes Luxe Event Rental, LLC (Lessor) to charge any and all costs associated with the rental of the equipment and/or the purchase of any equipment, supplies or accessories, including but not limited to, any and all hourly, daily, weekly or monthly rental charge(s), purchase price(s), finance charges at the rate of one and one half percent (1.5) on all unpaid balances, this also includes applicable surcharges, **3% convenience fee**, damage costs incurred in retaking the equipment, repair costs replacement costs, and incidental hold amounts to the credit card listed above. The undersigned agrees to personally and unconditionally guarantee payment of all sums owed pursuant to this agreement and further agrees to the Lessor's terms regarding venue. Customer is liable for all fees, taxes and other charges, including sales and use taxes.

**Order Terms:** Customer is responsible for payment of the order. An order is reserved upon receipt of an initial payment of, at least, 51% of the full order total to the Lessor. Final payment is due 14 business days prior to the original delivery date. The Customer acknowledges that he/she has selected the equipment independently, and not based on the Lessor's recommendation. No changes or deductions may be made to an order once an initial payment has been paid. Some additions may be allowable and may be subject to an additional charge. By signing this agreement, Customer has agreed to the details of their order on the latest email confirmation. Customer hereby agrees to the assigned delivery date, assigned pickup date, assigned return date, the listed equipment and accessories, and accepts services from Lessor and its affiliates. Lessor may make changes to the assigned delivery date and pick up date at any time. All funds used by the lessor to sub-lease equipment will be non-refundable. No credit will be given for unused equipment or services. The delivery location, time of rental and date of rental selected on a reservation is a preference only and if a preference selected is not available or becomes unavailable, Lessor reserves the right to offer the customer alternatives.

**Rental Use:** Customer understands that the equipment is for rent only. The Customer is responsible for all equipment from the time of receipt to the time of return, including replacement costs, if the equipment is broken, lost, or stolen. Customer understands that there are risks associated with the equipment and that use of the rental equipment is voluntary. Customer agrees to assume all risks associated with use of the Equipment. Persons using the equipment do so at their own risk. By signing this agreement, the Customer accepts full responsibility for the equipment and accepts the duty to protect the Equipment until Equipment is returned to the Lessor. Customer accepts responsibility for any damage, injuries or any claims that may result from use of the rental Equipment. Customer will use the Equipment in compliance with all applicable local and federal laws. Customer agrees not to misuse, overuse, abuse, alter or modify the Equipment. If any Equipment becomes unsafe for use, Customer agrees to discontinue use of such equipment and immediately notify the Lessor, which will replace the Equipment with similar equipment in good working order, if available. Lessor expressly prohibits assigning and subletting of the rented Equipment to third parties. In the event the Customer defaults or breaches this agreement the Lessor may terminate, repossess, collect additional rent, charge associated damages, interest, attorneys' fees and other associated charges related to the Customer's actions. Rental Equipment is offered for lease/rent only. Lessor maintains sole ownership of the Equipment throughout the duration of the Customer's rental period and any extensions. Customer agrees not to sell Lessor's Equipment. Customer is required to obtain and pay for all authorizations, licenses and permits applicable to the Equipment, including, use, transportation, and storage of Equipment. Customer's failure to obtain the authorizations, licenses or permits will not result in a refund.

**Tent Rental Agreement:** Customer understands that tents are not intended to be used as a shelter from severe weather. Customer agrees to call 811 to have all utilities and cables clearly and accurately marked before the tent installation date. Further, the customer agrees to have all private utilities professionally marked before the tent installation date. If utilities are not marked, the customer will be charged additional for weights, or the tent may be cancelled. The Customer is required to notify all owners and providers of underground utilities and cables to mark utilities prior to commencement of tent installation. Customer accepts liability for damage and incidents arising from tent stakes driven below any surface during tent installation. Customer agrees not to move tent during or after install. Customer agrees to have an evacuation plan for temporary structures in place prior to entering the tent. **Customer understands that everyone must evacuate the tent in any of the following conditions:** Thunder storms, wind over 14 MPH, signs of tent failure, lightning strikes within one mile (less than five-second count between lightning and thunder), when twigs or branches begin to break-off of trees or large trees begin to sway, if tent anchors fail or tent begins to sway (e.g. tent poles wobble, ropes snap, tent walls or tent top tears or sags), hard rainfall causing rain to run off tent walls in sheets, if water begins to stream through or puddle on the tent, if there is any ground movement of any kind, if there is hail, sleet or any accumulation of snow or ice, if there is an explosion, excessive heat or smoke in close vicinity to the tent. Customer agrees to monitor weather conditions and be ready to implement the evacuation plan if any of these events occur or if a severe weather alert is posted in the area of the tent location by the National Weather Service or if dark clouds are approaching. Customer is responsible for all permits, permissions or inspections required by law and/or property owners for installation and use of the tents.

**Return of Missing, Lost, Damaged Equipment:** Customer understands that charges will be applied to the card on file for all Equipment and accessories that are dirty, lost, damaged, or missing during pick up or return including, but not limited to dollies, LED lights, remotes, storage boxes and crates. Customer agrees to pay Lessor to repair, clean, and/or replace the Equipment within 1 day. Replacement, repair, and cleaning charges will be assessed within 24-72 hours.

**Food Service Equipment:** Customer agrees to rinse and scrape all food service Equipment free of food particles. Customer agrees to re-pack each dinnerware item back into its original container. A cleaning fee will apply if dinnerware is not scraped, rinsed and replaced into containers free of food and debris after use.

**Linen** Lost, burned, soiled, wet, mildewed, or stained beyond cleaning linen will be treated as a purchase. Customer agrees to pay the replacement cost which is 3x's the rental/lease rate. Customer acknowledges that the credit card on file will be used to collect the purchase total of the damaged linen/Equipment. Customer agrees to shake food & debris from the linen and re-pack linen in the sacks provided or bags by Lessor. Customer understands linen should be dry before bagging to prevent mildew and staining.

**Equipment Instructions and Warnings:** The customer hereby certifies that he/she has received all necessary training, understands all warnings and will adhere to instructions to properly and safely operate the rented equipment including fitness machine and bike rentals. If the equipment instructions are unclear or missing, the customer agrees to immediately contact the Lessor for a replacement prior to use. Instructions are normally sent, via email, or located within the actual piece of equipment. Customer acknowledges that the Lessor does not provide any warranties of merchantability or fitness for any purpose and that Lessor is not the designer or manufacturer of the Equipment. Customer agrees to hold lessor harmless against claims for manufacturing and design defects.

**Equipment Return Condition:** Customer understands that except for linen and food service equipment, all Equipment is required to be returned in its pre-rental condition. Please see "Food Service" and "Linen" sections for return condition.

**Forum Selection:** The Customer agrees that the exclusive jurisdiction for any lawsuit related to or arising under this Agreement shall be brought exclusively in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Customer waives any objection to jurisdiction and venue which Customer otherwise may have, to the venue listed for any such lawsuit.

**Hold Harmless:** Customer shall defend, indemnify and hold harmless the Lessor, its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessor, Lessor's employees and agents of Lessor or Lessor's subcontractors. The indemnities included in this agreement shall include reasonable attorney's fees paid by the Lessor in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

**Collections:** Customer agrees that Lessor may pursue all avenues of collection, including use of collection agencies, and authorizes Lessor to take legal actions to recover all charges and all other unpaid amounts due to (A) Customer's failure to return or missing equipment, (B) damage or loss of equipment as a result of the negligence of Customer, (C) Customer's failure to pay the amount of any outstanding invoices, together with interest on such delinquent amounts at the rate of one and one half percent(1.5%) per month, which interest shall begin to accrue the day after payment was due in full, and (D) all other costs of collection and other unpaid charges, including, but not limited to, attorney's fees.

**Insurance:** Customer represents and warrants that Customer 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 and that Customer maintains insurance as the Customer's primary insurance against loss and/or damage to the equipment in the amount equal to or more than \$1,000,000.

**Severability:** A determination that any provision of this Agreement is unenforceable or invalid, in whole or in part, shall not affect the validity of any other provision.

**Criminal Conversion:** Customer's failure to return or pay for rented equipment, or providing false information in connection with a rental, may be deemed a crime under applicable state law.

**Non-Waiver by Lessor:** That failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment of any such covenant, condition, right or option, but the same shall remain in full force and effect.

**Time Is of The Essence:** Time is expressly made of the essence with respect to each and every provision of this Agreement and the other Transaction Documents.

**Cancellation Policy**

**By placing an order with the Lessor, the customer and cardholder agree to the following cancellation terms.**

- All order changes must be requested in writing via email to rental@rentalry.com.
- Additions to an order are permitted based on availability and may be subject to an additional fee.
- Deductions from the reservation will not be refunded.
- An item may be swapped for another available rental item of equal or lesser value. (Based on Availability)
- Event services such as delivery, set up or take-down do not qualify for a refund or store-credit.
- Store-credit may be issued after the order has been paid in full.
- Store-credit can be used for a future dated order only (based on availability).
- Store-credit does not expire. The full store credit must be used on the future dated order. Remaining store credit may expire.
- The full original balance is still due for deductions from an order reserved with a deposit/down payment.
- No store credit will be provided for disputed payments. Previously issued store credit for disputed payments will be revoked.
- No store credit will be provided for orders cancelled/postponed within 1 business day or less from the original delivery date.
- Contact the Lessor to help you reschedule.
- Cancellations due to inclement weather must be requested more than 1 business day before the original delivery date.
- Customer may reschedule delivery more than 1 business day before delivery, based on availability, at no additional cost. However, the order will not qualify for a refund.
- Cancellations made within 30 days or less from the original delivery date, qualify for a store-credit and will not be refunded.
- Cancellations requested in writing 31 days or more from the original delivery date, qualify for a refund less 51% of the order total.

**Force Majeure:** Lessor is excused from performance under this Agreement and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of the Lessor including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war (whether declared or not), terrorism, pandemic, actions or decrees of governmental bodies, closed roads preventing access to event location, and similar occurrences. The Lessor shall promptly give written notice to the other party and shall use its best efforts to resume performance. Upon receipt of such notice, all obligations by the Lessor under this Agreement shall be immediately suspended for the duration of such force majeure event. Customer is not eligible for a refund if an event is cancelled or delayed due to a Force Majeure Event.

**CUSTOMER AND CARDHOLDER'S SIGNATURE**

**E-Signature Agreement:** By signing this agreement electronically, Customer and Cardholder agree that his/her electronic signature is the legal equivalent of his/her manual handwritten signature on this agreement. By signing the rental agreement electronically, Customer/Cardholder consents to the legally binding terms and conditions of this agreement. Customer/Cardholder further agrees that his/her signature on this agreement (hereafter referred to as Customer "E-Signature") is as valid as if the Customer / Cardholder signed the document in writing. Customer also agrees that no certification authority or other third-party verification is necessary to validate an E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement between the Customer/Cardholder and Lessor. Customer/Cardholder agrees that he/she willingly enters into this agreement. Customer/Cardholder further agrees that his/her E-Signature constitutes his/her agreement to be bound by the terms and conditions of these disclosures and agreements as they exist on the date of your E-Signature on this agreement.

<b>PAYMENT TOTAL</b>	
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By signing below the Cardholder authorizes Lessor to collect fees and payments using the card listed above. The Cardholder agrees to the above terms of the credit card authorization form and this entire rental agreement as the additional Customer. Cardholder/Customer also authorize Lessor to charge the card on file for current and future order related charges.

<b>CARDHOLDER'S NAME &amp; SIGNATURE</b>	X	<b>DATE</b>
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**Return of Signed Agreement:** Customer and Cardholder may accept this Agreement by signing the Agreement below and returning it to Luxe Event Rental, LLC. By Signing this agreement, Customer expressly acknowledges and agrees that he/she (a) has carefully read this agreement; (b) fully understands this agreement; and (c) agrees to the terms and conditions herein.

<b>CUSTOMER'S NAME &amp; SIGNATURE</b>	X	<b>DATE</b>
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<b>AUTHORIZED SIGNATURE OF LESSOR</b>	X	<b>DATE</b> Date of Unaltered Contract Submission.
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