



EVENTFUL FURNITURE + DESIGN

PO BOX 835  
WRIGHTSVILLE BEACH, NC  
28480

910-679-8146

rentals@eventfulfurniture.com

## TERMS OF RENTAL

Terms / Due at signing 25%

### METHODS OF PAYMENT

We accept all major credit cards. A 25% deposit is due at time of rental reservation. Final count and payment in full are due no later than 30 days prior to the event date. We will accept personal checks for the final payment/balance due as long as the check is received at least 30 days prior to the event. The initial deposit must be made with a valid credit card, which will be held as a security deposit on all rentals. Once the order is placed the Lessee is authorizing BBDC dba Eventful to charge the Lessee's credit card immediately for the amount owed.

### ORDER CANCELLATION

The client may cancel the order at any time for any reason FROM THE DATE OF THE ORDER UP TO 30 DAYS BEFORE THE EVENT. HOWEVER, BBDC dba Eventful will be entitled to a \$75.00 processing fee. The remaining deposit amount shall be refunded. Cancellation of the Lessee's order with less than 30 days remaining will result in forfeiture of the entire 25% deposit made at the time of the reservation.

### FINAL COUNT

Final count of the rental items is due at least 5 business days prior to your event date. The total may be dropped no more than 10%. You must also sign off on the final invoice verifying accuracy of your order.

### WARRANTIES

There are no warranties of merchantability or fitness, either implied or expressed. There is no warranty that the rental items are free of any and all defects. Some minor defects may be on some items that are not readily apparent. These defects do not constitute a breach on the part of BBDC dba Eventful.

### DAMAGE AND LOSS

BBDC dba Eventful reserves the right to apply Lessee's deposit towards cleaning fees as necessary. Lessee agrees to pay the full cost for any damage to or loss of BBDC dba Eventful's property while in possession and control of same. Damage or loss consists of the following, but not limited to cigarette burns, permanent markers, pens, lipstick, body fluid, paint, any permanent damage and rips and tears. If special cleaning is needed security deposits may be withheld. Items not returned or theft full cost of replacement will be repair or replacement cost. Clients will have 7 days to remit payment to BBDC dba Eventful from acknowledgement. Replacement value of all lost or damaged items is 4 times the rental value.

### PROHIBITED USES

Use of rental items in the following circumstances is prohibited and constitutes a breach of this contract by the lessee: 1) The improper use, misuse or unintended use. 2) Use by anyone other than the lessee 3) Items used on a different day, time or location other than what is in the contract.

INSURANCE We do not insure rental items for you. This should be done at your expense if you desire.

### DELIVERY/ SET UP/ HANDLING FEES

Rental fees do not include delivery or setup. Delivery fee is based on the day, time of day and the availability of the facility where you are holding your event. These fees cannot necessarily be determined until 30 days before your event when we know the room availability for us to delivery and set up. We deliver and setup the items only. Will call is not available.

### FACSIMILE

We allow facsimiles for the convenience of our customers. A facsimile with a signature is a legal binding contract. The Lessee agrees that if a facsimile signed contract is sent to us, that is a binding representation of their consent to enter into the contract

BREACH OF CONTRACT

If any part of this contract is breached in any way, you are authorizing your consent to apply any charges to your credit card by signing this contract. No precautionary alerts will be give to you and you will not be able to refute the credit card charge if such actions have place you in breach of this contract.

ENFORCEMENT

The laws of the State of North Carolina apply when interpreting and enforcing this contract. The parties agree that the New Hanover County Court is the only jurisdiction where litigation may be brought to enforce any provisions of this contract.

LIMITATION OF LIABILITY

In no case shall BBDC dba Eventful total liability for all claims of any kind arising from this agreement exceed the total of the rental fees actually paid be the Client/Lessee to BBDC dba Eventful.

INSPECTION

Lessee acknowledges receipt of item(s) described herein. Lessee has inspected the property and agrees that same is in good condition. Property must be returned to BBDC dba Eventful in clean, working condition.

INDEMNITY

Lessee shall indemnify BBDC dba Eventful from and against any and all claims, demands, costs (including reasonable attorney's fees) and judgments arising out of, connected with or resulting from the operation, possession or use of the leased property.

SET UP/BREAKDOWN

Contracted times are set prior to events that allow us to book for proper labor. If events funs more than 1 hour after designated contracted break-down, there will be a fee of \$100.00 per hour and \$50.00 for each half hour thereafter. Example: Set up time 10:00 am, Strike- 6:00 pm. If BBDC dba Eventful any any contracted labor employed by BBDC dba Eventful is unable to remove furniture until 6:30 pm, there will be an additional \$100.00 charge from 6:00-7:00. If the removal is at 7:30 the additional chrge will be \$150.00 BBDC dba Eventful understands that events can run over and we will do all we can to accommodate your needs. However, is it per this contract that you are in agreement with the terms outlined in your contract to cover the additional cost in labor should this occur.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

By signing this proposal, I hereby acknowledge that I have read and accept all terms and conditions as outlined above.