

Platinum Party Rentals Terms & Conditions

For the purpose of this Rental Agreement:

1. **Platinum Party Rentals (PPR)** shall mean the Rental Company, its owners, officers, directors, and employees;
2. **Customer(s)** shall mean Customers, guests/visitors of customer, and their agents, contractors and/or employees.
3. **Rental Agreement** shall mean the itemized list of items contained in the electronic estimate or invoice emailed or faxed to the Customer, who by virtue of having signed the estimate or invoice, and/or paid an advance deposit or in full, expresses his or her, agreement with the contents of the Estimate or Invoice.
4. **Rental Center** shall mean Platinum Party Rental's showroom or warehouse, or any other facility owned or leased by Platinum Party Rentals for the storage, maintenance or transfer of its equipment occurs.

In reference to leasing the rental item(s) / equipment described on the Rental Agreement, it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS. Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer agrees to hold Platinum Party Rentals harmless from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including but, not limited to injuries or death to persons and damage of property, arising out of the use, maintenance-- installation, operation, possession, ownership, or rental of the items rented, despite cause.

2. ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY. Customer is fully aware of and acknowledges that there is a risk of injury, death, or damage arising out of the use or operation of the items contained in the Rental Agreement and hereby elects to voluntarily enter into this Agreement and assume all of the aforementioned risks.

Customer agrees to release and discharge Platinum Party Rentals from any and all responsibility or liability from such injury, death, or damage arising out of the use or operation of the rental items. Customer further agrees to waive, release and discharge any and all claims for injury, death, or damage against Platinum Party Rentals, which customer otherwise may be entitled to assert.

3. POSSESSION/ TITLE.

PPR agrees to reserve all items listed in the Rental Agreement on behalf of the Customer only after the following have been received from the customer.

1. A non-refundable deposit equal to 50% of the total cost specified in the Rental Agreement (or a lesser amount determined at the sole discretion of PPR)
2. A signed & dated copy of these Terms and Conditions; and
3. A signed & dated rental agreement.

The remaining balance of the rental agreement must be paid **7 days** prior to delivery, unless otherwise specified by PPR. If this obligation is not met, PPR reserves the right to either cancel the order without refunding the initial 50% deposit, or apply late payment charges equal to the highest APR allowed by California law.

Customer's right to possession of the rental items:

1. Is for a 3-day period. Equipment returned after normal business hours on the third day will be charged for an additional 3-day rental period.
2. Begins when the rental items leave the rental center in the care of the customer, or when the customer accepts and signs for the delivery of the rental items upon delivery.
3. In the absence of the renter, the equipment may be signed for by an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf.
4. The rental agreement terminates once PPR has regained possession of the rental equipment.
5. Any extension of the agreement must be agreed upon by PPR in writing.
6. Title of the rental items shall, at all times, remain with PPR.
7. Customer authorizes PPR to retake possession of the rental items without notice or legal process at any time, despite whether the equipment is on private property.

4. LEGAL FEES.

Customer will pay all collection fees, attorney's fees, court costs, or any other expenses required to enforce the terms and conditions of this contract. Any law suits that may occur between PPR and their customers must be filed in San Diego County, and any litigation will be held in a San Diego Court.

5. MISCELLANEOUS. The Rental Agreement may be executed or delivered by fax, or other electronic means such as email. The Rental Agreement is valid whether properly signed by the Customer or not, so long as the Customer takes possession of the rental items. It is also valid if signed by another party signing on behalf of the Customer, in which case the signing party will sign their own name, and then print C/O (Care Of) "Ordering Party"

6. UNSAFE CONDITIONS. Platinum Party Rentals reserves the right to refuse to install or deliver rental equipment due to unsafe conditions or weather. If this occurs, **Customer** will be liable for a minimum of 50% of the total cost specified in the Rental Agreement. In the absence of unsafe weather or other conditions, Platinum Party Rentals will use all appropriate means and methods to secure the rental equipment for the safety of the Customer and the equipment.

Platinum Party Rentals is not responsible for underground utilities, and charges for time out, whether equipment is used or not. If permission is granted by the customer to stake anything into the ground at their desired location, then it is the sole responsibility of the customer to check for underground utilities and water mains.

7. CANCELLATIONS.

All customers will provide a 50% NONREFUNDABLE DEPOSIT in order for PPR to reserve their order.

1. Customers who cancel their orders at any time after a deposit is provided WILL LOSE THEIR DEPOSIT regardless of their circumstances or reasons for cancellation.
2. Adjustments to orders can be made until **7** days prior to delivery (except for specialty items – see below), however, any such adjustments shall not reduce the total price of the invoice below the amount of the NON-REFUNDABLE 50% DEPOSIT.
3. Specialty items include specialty cut linens, and items that require PPR to manufacture, sub-rent, or purchase equipment. Specialty items are non-refundable once they have been ordered by PPR, or manufacturing of such items has begun
4. Canopies & heaters must be canceled **at least 7** days prior to delivery/pickup, but any such adjustments shall not reduce the total price of the invoice below the amount of the NON-REFUNDABLE 50% DEPOSIT.

8. CUSTOMER PICK UP AND RETURN.

1. Customers may pay C.O.D., but once the rental agreement is signed, the customer guarantees payment for the equipment reserved
2. PPR will reserve will call/pickup orders only if a rental agreement and this document have been signed. If the customer fails to pick up their will call order on the specified date, then PPR may re-rent the equipment ; or if the equipment goes unrented, then PPR MAY STILL COLLECT A MINIMUM OF 50% FROM THE CUSTOMER.
3. Responsibility for customer-pickup rental items remains with the customer from time the items leave the Rental Center until the time they are returned.
4. The Customer is responsible for loading, unloading, and securing items within his or her vehicle as well as for any damage that they may suffer during those operations.
5. PPR will assist the customer in loading, but PPR will not be held liable for traffic accidents or damages to vehicles or rental equipment in transit due to improper loading.
6. Items returned after the return date specified in the Rental Agreement will incur additional fees to be determined by PPR.

9. DELIVERY CHARGES.

1. Minimum delivery charges are based on 2-hour delivery windows with "non-same-day" pickups. Same-day and/or late evening pickups can be arranged for additional charges.
2. Customers must be present for their entire delivery window. PPR will grant a 15 minute waiting period, after which the customer will be charge for waiting time up to \$120.00 per hour billed in 5 minute increments.
3. Orders will be delivered only if the cost of the items rented, excluding delivery fees and labor, is at least \$100.
4. PPR offers setup/breakdown services of equipment for additional charges.
5. "Curbside delivery," is defined as:
 - a) Delivery to a ground level location on a flat, hard surface, within twenty five (25) feet of the nearest loading area with no steps or obstructions.
 - b) PPR will stack items neatly and securely with reasonable access for the Customer;
 - c) All equipment must be re-stacked and made ready for pick up by the Customer in same manner in which it was delivered;
 - d) There will be a minimum two hour window for both delivery and pickup (unless otherwise arranged in writing with PPR)

PPR may, assess additional charges at a rate of up to \$120 per hour when delivery conditions cause PPR to incur additional labor costs, including, but not limited to:

1. deliveries impeded by stairs, elevators, steep or uneven surfaces, standing water, mud, or soft surfaces like sand loose gravel;
2. deliveries that involve waiting times of more than 15 minutes;
3. customer requires a precise (to within 15 minutes) delivery or pickup time;
4. last-minute or rush deliveries or pickups; and/or
5. Inaccurate delivery locations or directions supplied by the customer.
6. Chairs and tables can be set up and arranged to the customer's predetermined specification for a charge. Setup is mandatory, and carries separate setup charges for some items, such as: Chiavari chairs, dance floors, stages and canopies. If setup is requested, then PPR will perform one (1) setup. After the initial setup is completed, then PPR may opt to apply the aforementioned excessive labor charges, or they may opt to leave the premises without performing additional labor.
7. If the renter is not available, then PPR may opt to either setup in a manner deemed appropriate by our staff, or we may opt to leave the equipment curbside. In such instances, no refunds will be given, and the customer accepts liability for any losses and damages that may happen to equipment left unsupervised for any reason, including acts of God.

10. EQUIPMENT USAGE AND RETURN. All china and flatware must be rinsed reasonable free of any food debris. If the Customer fails to do so, then PPR will charge an additional \$0.25 cents per piece to be deducted from the security bond. Additionally, Customer is responsible for any loss or damage to rental items regardless of cause or fault, including acts of God, and PPR has 72 hours after retaking or receiving possession of rented merchandise to assess its condition and determine whether damage occurred while it was in the possession of the renter. In such instances, unless the items in question are covered by a damage waiver, the Customer agrees to pay PPR for:

1. All labor costs associated with repair and/or attempted repair of damaged equipment
2. Replacement equipment (if necessary)
3. Replacement of equipment directly related to the normal, quality and functionality of the damaged equipment
4. All shipping or delivery fees associated with the replacement or repair of damaged equipment.

11. SECURITY DEPOSIT/DAMAGE WAIVER: the customer will choose one of the following options pertaining to losses and damages of equipment:

- A. **Customer provides a security deposit for rental order.** The security deposit amount is equal to the greater of 10% of the total rental order, or \$250.00. The security deposit:
 1. Will be used by PPR to replace or repair any damaged or missing equipment included in the rental contract.
 2. May also be used to replace or repair damaged or missing equipment that is vital to the proper functioning of, or transport of equipment in the rental contract. Examples include, but are not limited to: furniture dollies, dish racks, carts, and tools...
 3. Is completely refundable, less the charges mentioned above in Sections 11.1 & 11.2.
- B. **Customer purchases a non-refundable damage waiver** – Cost = 10% of all equipment rented on invoice. This damage waiver covers all equipment on the invoice for normal (non-negligent), wear-and-tear damages, BUT NOT LOSSES, THEFT OR DISAPPEARANCE OF EQUIPMENT FOR ANY REASON. Broken items must be returned in their broken state, or they will be considered lost or stolen, and replacements are chargeable. Customers who decline this damage waiver are automatically accepting liability for any and all equipment.

12. MEASURING EVENT AREA: Platinum Party Rentals provides free on-site estimates whenever possible.

1. Planning and measuring is ultimately the responsibility of the customer. If poor planning leads to improperly measured areas for placement of canopies, stages, dance floors, etc. resulting in our inability to complete a job, then no refunds will be given and full payment will be made to PPR by the customer.
2. PPR will not be held liable for any planning not performed by our staff.
3. The customer is responsible for locating and pointing out any underground utilities, such as water mains, and gas, electrical, and sewage lines.

13. DISCOUNTS: PPR may offer discounts at its sole discretion. Any violation by the customer of PPR's rental contract or Terms and Conditions, including violation of payment terms, will make such discounts null and void.

14. LOCAL RULES AND REGULATIONS. Any and all rules and regulations governing an event site must be provided in writing to PPR prior to the delivery of rental equipment. All fines incurred as a result of non-disclosure of such regulations are the responsibility of the customer.

Please use the space provided below to list any rules or regulations that PPR must follow during delivery, setup or removal of rental equipment as put forth by the owners or designated managers of the event location.

Sign: _____

Print: _____ Date : _____