

# LOUNGE ESSENCE, LLC

## Conditions of Rental Agreement

- 1.** All rentals are for one day use. Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays), at the standard delivery charge. During the busy season, LOUNGE ESSENCE, LLC may deliver 2 days before and pick up 2 days after. Clients will be notified appropriately.
- 2.** Unless credit has been established, all rentals must be secured by a 50% deposit at time of order.
- 3.** The balance of the payment has to be paid 3 days before the day of delivery. Acceptable methods of payment are: checks and cash. Checks are acceptable; in case of a bounced check some administration fees may apply.
- 4.** There will be no return on deposits for orders cancelled within 45 days of the event.
- 5.** No deductions may be made to an order 1 week prior to the event. Some additions may be allowable within the 48 hour period and may be subject to an additional labor and delivery charge.
- 6.** All sub-rentals require nonrefundable deposits.
- 7.** Deliveries & pickups are made during LOUNGE ESSENCE, LLC's normal business hours at street level unless otherwise arranged. Additional charges will apply for other delivery and/or pickup instructions. Delivery charges vary based on geographical area.
- 8.** No credit will be given for unused items once delivered.
- 9.** Clients 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. Client hereby assumes all risk of loss and damage to the property from any cause whatsoever.
- 10.** Client acknowledges that the rental property is of a size, design and capacity selected by client, and that LOUNGE ESSENCE, LLC has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. LOUNGE ESSENCE, LLC shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, or defects therein.
- 11.** Client shall indemnify LOUNGE ESSENCE, LLC against any claim, action, damages and liability, including attorneys' fees, arising of connected with customer's use and possession of the rental property.
- 12.** All equipment should not be stacked for pickup. Linens should be returned free and air-dried to prevent staining and mildewing. Additional charge will be assessed for non-compliance.
- 13.** If the event rental property is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged at cost price thereof, and shall be due and payable upon billing in additional to the rental charge.
- 14.** No goods may be moved from the place of delivery without written permission of LOUNGE ESSENCE, LLC. Client shall have all equipment available for pickup by LOUNGE ESSENCE, LLC on the pickup date listed or agreed within the parties. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pickup.
- 15.** Client shall not deliver possessions of the rental property to any individual(s) other than LOUNGE ESSENCE, LLC's employees.

16. LED Dance floor lease requires a contract and a 50% deposit. If the lease is cancelled more than 45 days before the use of date, the deposit will be returned. Without an executed contract, the dance floor availability cannot be guaranteed. Additional lease conditions are contained in the "LED Dance Floor lease agreement."

17. Every effort is made to fill your order exactly as requested. If circumstances prevent LOUNGE ESSENCE, LLC from doing so, LOUNGE ESSENCE, LLC reserves the right to upgrade the quality or find a substitute product.

18. LOUNGE ESSENCE, LLC must be notified of any reduction in order quantities no later than 48 hours prior to delivery in order to avoid cancellation charges. Additional equipment ordered less than 48 hours prior to delivery will be treated as a separate order and may be subject to additional delivery charges.

19. LOUNGE ESSENCE, LLC employees are not permitted to move household furniture.

20. For outdoor events it is highly important to keep any furniture or items rented from exposure to any possible damage from the elements. If pick up has been scheduled for the following day the items must be protected by being placed in storage or canopies. Client is liable for damage to any items such as pillows, lights, batteries, slip covers etc.

## LIABILITY RELEASE

**IDEMNIFICATION:** Lessee assumes liability for, and shall indemnify, defend and hold harmless lesser, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, claims, penalties, suites, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by lessee or lesser), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how and by whom operated, or any failure on the party of lessee to perform or comply with conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lesser against all claims, suites or proceedings commenced by anyone in which lesser is named as a party for which lesser is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lesser, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. IN the event any such is commenced naming lesser as a party. Lesser may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for any reimburse lessee for all costs, expenses, and attorneys fees incurred by lesser in such defense.

**Purpose of this Clause:** The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

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Signature of Lessee

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Date