

RENTAL AGREEMENT

THIS AGREEMENT is entered into by and between Mansfield Linen and Events (“MLE”) and _____ (“Customer”) and is effective on the date set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Attached hereto and made a part hereof is the invoice listing the items being leased by Customer and the fee for same.
2. Payment. A deposit of thirty-five percent (35%) of the invoice amount is required to hold the reservation. The deposit can be made with cash, check, credit card, PayPal or similar payment method. (A valid credit card is required even if paying by cash or check.) The balance is due before pickup/delivery. If final payment is made by check, it must be made at least twenty-one (21) days before pickup/delivery. A returned check will incur an additional charge in the amount the bank charges MLE.
3. Cancellation. Customer may cancel and receive a full refund of the deposit by giving MLE written notice more than one hundred eighty (180) days before pickup/delivery. Otherwise, the deposit is non-refundable.
4. Damage Waiver. A nonrefundable damage waiver of ten percent (10%) of the invoice amount is required to cover any minor damage to the items. Missing items, candle wax, burns and other excessive damage excluded.
5. Missing Items or Excessive Damage. Customer is responsible for all items from the time of pickup/delivery until they are returned to MLE. Customer will be charged replacement cost for missing items, damage caused by candle wax, burns, or other excessive damage and customer hereby authorizes MLE to charge its credit card.
6. Final Count. Final count is due no later than fourteen (14) days before pickup/delivery. Additions are subject to availability.
7. Inspection. Customer is responsible to personally inspect the items and confirm count at time of pickup/delivery. Customer must immediately notify MLE of any issues.
8. Return and Late Fee. All items picked up must be returned by date set forth on the invoice. Items returned after said date will incur an additional charge in the amount of the invoice for each day late. Customer hereby authorizes MLE to charge customer’s credit card for said late fee.
9. Delivery. For items required to be delivered by MLE, Customer will be charged as set forth in the Delivery Agreement, which is made a part of this Agreement.

10. Setup. If MLE is required to set up the items, Customer will be charged as set forth in the Setup Agreement, which is made a part of this Agreement.

11. Warranty. MLE disclaims all warranties in connection with the items, express or implied, as to any matter whatsoever, including without limitation, description, quality, design, performance, specifications, condition, merchantability, and fitness for any particular purpose, except as expressly set forth in this Agreement. The items are being accepted by Customer AS IS and with ALL FAULTS. Customer's sole remedy for any failure of or defect in the items shall be return of the invoice amount paid, provided the items are returned to MLE according to the terms of this Agreement.

12. Indemnity. Customer agrees to hold MLE and its owners and employees harmless and indemnify them against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees and costs arising out of, in connection with, or resulting from the use of the items. Customer is responsible and assumes the risk to notify its guests that chairs hold up to 650 lbs and MLE will not be liable for any use/misuse of chairs.

13. MLE shall not be liable for delays, errors, damages or failure to perform under the terms of this Agreement because of events out of its reasonable control, including but not limited to, acts of God, weather emergencies, national emergencies, work stoppages, fire, flood, computer viruses, national disasters, governmental action, epidemic, catastrophe, war, acts of terrorism, civil unrest, or failure of mail, transportation, communication or power services, or any other force majeure event.

(Customer)

(Date)

(Print)