

TERMS AND CONDITIONS

Reservations

We require a signed rental agreement and a 50% nonrefundable deposit to reserve your items & secure your rental. Orders are not reserved without a deposit and are subject to availability. **All monies collected are nonrefundable.**

If you have an established account with us in which you pay by PO, we require a signed rental agreement and a PO Number to reserve your items & secure your rental. Orders are not reserved without a PO Number are subject to availability.

Payments

We accept cash, business checks, Visa, MasterCard, Discover & American Express. We accept payment in person, by phone or by mail. Do not mail cash payments. All returned business checks shall be subject to a \$35.00 service fee. All monies collected are nonrefundable. **The balance of the rental agreement shall be paid in full no later than seven days prior to the Date Out or Delivery Date (whichever applies).**

If you pay your deposit with a debit or credit card, you authorize us to automatically charge the balance to the card provided seven days prior to the Date Out or Delivery Date (whichever applies) notated on your rental agreement.

All charges as set forth herein and are earned whether or not you use the rented items.

Rental fees are for time out, not time used.

An open voucher will be held until all items are received/returned on time and in undamaged condition. You authorize us to automatically charge for redelivery fees, extended rentals, additional pickup fees and/or replacement costs for damages, or missing items to the open voucher.

Final Revisions

All final revisions are due eight days prior to the Date Out or Delivery Date (whichever applies). It is your responsibility to provide us with your final changes by this date. If additional changes are required within 7 days of the Date Out or Delivery Date (whichever applies), including changes requested at pick up or onsite, they will be subject to our discretion considering availability. If made, they will incur an additional fee and a rush fee.

If you desire to rent the items for longer than what is indicated on this rental agreement, the items are subject to equipment availability. You must contact our office prior to pick up so that additional rental fees can be agreed upon, charged, and an extended rental agreement may be made.

Deposits & Cancellation Policy

When you place an order with us, we then reserve all listed items, prepare them and package them either for your delivery or pickup. Deposits are nonrefundable, but if you cancel 14 days prior to the Date Out or Delivery Date (whichever applies), we will issue you a store credit voucher for the full amount of your order for you to use for any future rental so long as this is done within 365 days from the date of your cancellation. The store credit voucher is transferable. Issued store credit voucher possesses no cash value.

If you cancel within seven to 14 days from the Date Out or Delivery Date (whichever applies), a Restocking/Cancellation Fee of eighteen percent (18%) of the total rental agreement shall apply, which you then forfeit and authorize us to keep. The remaining balance will be issued to you in a store credit voucher.

If you cancel within six days from the Date Out or Delivery Date (whichever applies), then you forfeit the entire contract price as a Cancellation Fee. This Cancellation Fee shall apply regardless of reason – **NO EXCEPTIONS.**

If a date change is requested by you but you do not cancel, notification must be given to us at least eight days prior to the Date Out or Delivery Date (whichever applies), but will then be subject to equipment availability, without any liability on our part. In the event that the equipment is not available, the Cancellation Policy as set forth above otherwise applies.

Canopies/Tents

Canopies/Tents are weather resistant, not weatherproof. We require a clear level area for placement of all canopies/tents. All personal items and/or furniture in the area must be removed prior to our arrival. We require a 25' high clearance for placement of all canopies/tents. We require a 5' minimum perimeter around all canopies/tents to anchor. We require a 10' minimum perimeter around all 60'x canopies/tents to anchor. All canopies/tents must be properly anchored with Stakes, Water Barrels or Concrete Ballasts. We require you to provide an aerial view for canopies/tents rentals. This aerial view should have a red box which marks where you would like the canopies/tents placed.

Anchoring with Stakes

If anchoring with Stakes, we would require you to review, print & sign a Stake Liability Form. Ensure you call 811 seven days prior to delivery date to have all lines marked. If you receive any special responses with further instructions, please be sure to notify us of this immediately. A special response is any response that does not say no conflict or that the lines have been marked.

Anchoring with Water Barrels

If anchoring with Water Barrels 30 or less, we would require you to provide a water source onsite within 100' of the location of the canopy/tent. The water source must have good water pressure. If anchoring with Water Barrels 31 or more, we would need to hire a water truck service. The water truck service fee would be added to your rental agreement. When we pick up the water barrels, they will be emptied within 20' of the tent/canopy. If you would like them emptied elsewhere, please make prior arrangements as this incurs an additional charge for labor.

Canopy/Tent Permits

Tent permits are your responsibility, and if for any reason your event cannot be held because you cannot or have not obtained the proper permits and if we do not receive notification from you of this circumstance, you are still subject to our Cancellation Policy. If you have indicated that you want us or the permitting agency requires us to obtain the necessary permits, you agree to pay us in advance an administrative processing fee, which shall be nonrefundable. This fee is independent of any actual permit fee or fees, which fees you also agree to pay to us in advance, and although we will make reasonable attempts at obtaining your permits, we cannot guaranty you that a permit will be issued due to circumstances that are beyond our control, but we will be deemed to have earned our administrative processing fee for this purpose. You will be refunded any permit fees paid to us unless the agency retained them but will still be subject to our Cancellation Policy as set forth above should your permit be denied.

Umbrellas

If it is windy, umbrellas should be closed and not used. No refund will be issued for unused umbrellas.

Patio Heaters

Patio Heaters are strictly for outdoor use only and they are prohibited to be placed under canopies/tents or other enclosed spaces, like carports, garages, inside buildings, homes, etc. **WARNING! CARBON MONOXIDE HAZARD.** Propane heaters can produce carbon monoxide which has no odor, using it in an enclosed space can kill you. Never use this appliance in an enclosed space.

Linens

Linens are cleaned, inspected, and packaged prior to leaving our warehouse. Prior to returning linens, please shake out, inspect, dry & roll into a bundle. Do not roll or bundle wet linens or place wet linens in a bag – they will mildew. If using candles, candles that may drip should be placed on a mirror or plate to protect the linens. See Damages to Equipment for additional information regarding linens.

Dinnerware, Glassware, and Silverware

All dinnerware, glassware, and silverware are to be scraped off and/or emptied for sanitary reasons. Dinnerware, glassware, and silverware is packaged in a container, rack, or tub. These are expected to be returned or pick up with the items (whichever applies). You are responsible for the container, rack or tub provided to you. See Damages to Equipment and Losses to Equipment for additional information.

Delivery & Pick Up

Our standard delivery & pickup time frames are Monday – Saturday between 8 am – 4 pm, closed Sundays. Our summer delivery & pickup time frames are Monday – Friday 9 am – 2 pm, closed Saturday & Sundays. We can deliver and/or pick up before hours, afterhours, at an exact time or when we are closed for an additional fee.

Delivery & pick up time frames cannot be changed within 48 hours of delivery or pick up.

You are responsible for providing us with an onsite contact & phone number of whom will grant us access to the delivery site and sign for the order during the scheduled delivery arrival time frame on the rental agreement. If the onsite contact is unavailable or unable to grant us access to the delivery site, we will leave the site, a redelivery fee will apply, and we will redeliver at our convenience prior to the event. See Payments for additional information regarding redelivery fees.

Rental items must be accessible at the site during the scheduled pickup arrival time frame on the rental agreement. If the items are not accessible, we will leave the site, another pickup fee will apply, and we will pick up at our convenience. See Payments for additional information regarding pickup fees.

Set Up & Breakdown

Table, chair, and equipment setup & breakdown is not included in the rental fee and/or delivery & pick up fee, with the exception of canopies/tents, flooring, and stages. If you want us to setup & breakdown, you agree to pay us setup & takedown fees. An open voucher will be held until all items are picked up; you authorize us to automatically charge for breakdown if the items are not broken down upon arrival and breakdown was not previously paid for.

Customer Pick Up

Our warehouse is located at 3579 E Golf Links Rd Tucson, AZ 85713. Our standard pickup time frames are Monday – Friday between 8 am – 4 pm, Saturdays between 9 am – Noon, closed Sundays. Our summer pick up time frames are Monday – Friday 8 am – 2 pm, closed Saturday & Sundays. You must provide the physical address of where the items will be physically at. You are also responsible for providing us with an authorized pickup person name & cell phone number. An ID is required for all pickups.

Our staff may assist with loading and unloading items; however, we are not liable for any damages to the vehicle or personal property that may occur during loading, transport or unloading.

You are responsible for returning items to us by the end of the business day on the date return as set forth on the rental agreement. If they are returned late you agree to pay the daily rental fees as set forth in this rental agreement. An open voucher will be held until all items are returned on time; you authorize us to automatically charge for extended rentals to the open voucher.

Damages to Equipment

You agree to pay for all damages to any of the listed items. We shall retain a non-refundable five percent (5%) damage fee to be applied towards any damages to the listed items, which shall be paid for in advance. We will notify you of damages once your items have been returned & inspected by our staff. If damages to does occur, then you agree to pay for any additional costs that the damage fee does not cover. An open voucher will be held until all items are returned in undamaged condition; you authorize us to automatically charge for the replacement costs for damages to the open voucher.

Damages to Linens

You agree to pay for the following damages to linens, including but not limited to burn holes, candle wax drips, holes, ink or dye, mildew, salad oil/grease stains, staples, tears/rips and/or excessive stains.

Damages to Dinnerware, Glassware, and Silverware

The replacement cost of dinnerware, glassware, and silverware is charged at a higher rate as these items are purchased by the dozen or by the case.

Losses of Equipment

You are responsible for our equipment when in your possession. You agree to pay for all losses due to theft or disappearance of any of the listed items on the rental agreement. In addition, you agree to pay for losses of containers, racks, and/or tubs provided for transport when in your possession. We will notify you of losses within three business days. An open voucher will be held until all items are returned; you authorize us to automatically charge for the replacement costs for losses to the open voucher.

Personal Property

We are not responsible for any damages, loss or destruction of any of your personal property, including but not limited to cellular phones, computers, laptops, iPods, iPads, stereo equipment, jewelry, watches, clothing that may be caused by inclement weather such as rain, wind, dust, or any other unforeseen circumstance, nor shall of same entitle you to any refund of the rental rates as set forth in this rental agreement.

Assumption of Risk

You assume the risk of injury to you and any of your invited guests or other persons that are in any way related to the use of the rented items if they are used improperly, modified, altered, abused, or otherwise tampered with.

Attorney's Fees

In the event we are forced to hire legal counsel or otherwise institute legal proceedings to enforce the terms of this contract, you agree to pay our reasonable attorney's fees and costs in so doing.

You agree that this constitutes the entire agreement between us and that there are no other written or verbal agreements between us other than this agreement.