

**6 Degrees of Celebration
Rental Contract – Terms and Conditions**

Our goal at 6 Degrees of Celebration is to ensure quality equipment and excellent customer service. We look forward to working with you and hope your event is truly an *affair to remember!*

For the purposes of the Rental Agreement, "6 Degrees of Celebration" shall mean its owners, officers, and employees.

The undersigned Customer (hereinafter "Customer") hereby enters into a rental contract with 6 Degrees of Celebration (hereinafter "6 Degrees") on the following terms and conditions:

1. Rental Pricing: List prices are for the day of your event, which includes a scheduled window the day prior to your event to pick up or receive via delivery and a scheduled window the day after your event for return. Due to the nature of our business, and the planning it requires, once you are confirmed for an event, there are no refunds.

CUSTOMER INITIAL _____

2. 6 Degrees does not guarantee the availability of rental items until the Customer has signed and returned the Rental Contract. 6 Degrees requires a valid credit card to hold your reservation. Card will not be charged until you authorize us for payment of rentals. Rental payments are due as noted on your invoice/quote. **However**, if we become fully booked for a specific item(s) which you have reserved, we will call to confirm your reservation. Upon confirmation, Customer shall be required to pay rental in **full**.

CUSTOMER INITIAL _____

3. The rental equipment will be tendered to Customer in good working condition and shall be returned by Customer in the same condition. **Should the Customer have any disputes or concerns with the quality or the count of rental items, Customer should notify 6 Degrees immediately.**

CUSTOMER INITIAL _____

4. Return of equipment: Customer agrees to return the equipment to 6 Degrees during regular business hours as stated and in as good condition as when received. Customer must pick up and return items on dates specified. Items returned after "return date/time" will be considered late and Customer will pay to rent all items. Late fees will be incurred every 24 hours that the items are not returned.

CUSTOMER INITIAL _____

5. Delivery and Preparation for Pickup: 6 Degrees offers delivery and pick up services. Standard delivery consists of delivering the rented items to a nearby (25 feet) ground level site, outside the rear of our truck/trailer. If we need to move items or set up a venue, we will bill at an hourly rate per person. We will work to meet your delivery needs; however, scheduling will be done the week of your event and times are subject to change. All floral arrangements, trash and decorations of ANY kind should be removed from tent or other rental equipment before scheduled pickup time. There will be an additional

charge for any items that have to be removed/moved. Upon pick up, all items must be stacked/bagged in the same manner and location as delivered. A re-stacking charge will be assessed if items are incorrectly stacked or not returned as when picked up/delivered.

CUSTOMER INITIAL _____

6. **Cleaning and Return. All items must be returned in clean condition. Management shall have the final say as to any item's cleanliness. An hourly cleaning fee of \$30.00 per hour shall be charged on any item that requires cleaning.**
CUSTOMER INITIAL _____
7. Payment: Customer agrees to pay 6 Degrees, upon demand:
 - a. All rates, charges, fuel, delivery, pickup and all other amounts incurred as a result of this transaction. The credit card used for the reservations will be charged unless alternative payment is arranged. Returned checks will result in a \$50.00 charge and are subject to collections.
 - b. Credit Card. Customer authorizes 6 Degrees to bill Customer's credit card at any time of the reservation or upon receipt of the rented items or upon the return of the items at full replacement of items.
 - c. Payment Guarantee. If 6 Degrees has agreed to charge a third party and the Customer (person signing the contract) has instructed 6 Degrees to bill a third party, the Customer agrees to accept all charges in the event the third party fails to accept charges. Customer understands that they shall be responsible for all charges to the contract.
 - d. All linen orders require full payment at the time order is placed. Payment for linen orders is non-refundable if the order is canceled. We will confirm your reservation prior to placing the order.
 - e. Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any persons or persons of whom the issued property is entrusted or any person or persons in the service or employment of the lessee, whether or not occurring during the hours of such service of employment. 6 Degrees reserves the right to consider the property lost, stolen or converted if not returned within ten (10) days of the date and time printed on the contract.
 - f. Final Audit. Customer understands that all charges are subject to final audit. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservations, rental or return.
8. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it in any location other than listed on this contract.
9. Customer assumes all responsibility for injuries to persons or damage to property, and agrees to indemnify, hold harmless, and defend 6 Degrees for

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- any and all claims of any nature, arising out of the rental of the equipment while in their possession.
10. Customer agrees to pay in full replacement cost, including labor and freight for all damages to rental equipment/items due to any cause whatsoever. Replacement shall be at full retail value based upon a single item.
 - 10a. **PLEASE DO NOT STAND ON OUR CHAIRS - they are not ladders, and this causes them to break.**
ANY FOOT PRINTS on the chairs; you will forfeit your security deposit.
CUSTOMER INITIAL _____
 11. 6 Degrees offers no warranty, express or implied, on any of the equipment rented, including but not limited to the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and 6 Degrees hereby disclaims all express or implied warranties, including without limitation, the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 12. Limitation of Liability. 6 Degrees shall in no event be liable for special or consequential damages, including without limitation lost profits on any claim of any kind arising out of or in connection with the rental of equipment under this Agreement.
 13. No Waiver. The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.
 14. Non-Severability. In the event that any one or more of the provisions of this Consignment Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Consignment Agreement shall be unimpaired and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal, and enforceable, comes closest to the intention underlying the invalid, illegal, or unenforceable provision.
 15. Customer agrees to 6 Degrees right to enter the premises of the Customer at any time to repossess said equipment. Customer hereby waives any right of action against 6 Degrees by reason of such taking or entry and agrees to reimburse 6 Degrees cost related to repossession.
 16. General Information. It is the Customers responsibility to verify all orders, upon delivery. The Customer assumes responsibility of rental equipment once it has been signed for. The Customer is responsible for the equipment from receipt until return. It is the Customers responsibility to secure equipment when not in use and to protect it from weather at all times.
 17. If Customer is renting a tent, the Tent/Canopy Addendum is hereby incorporated herein and made a part of this Agreement.
 18. Governing Law/Venue. This Agreement shall in all respects be governed by the laws of the State of California. Any action or proceeding seeking to

enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in Del Norte County Superior Court of the State of California, or, subject to applicable jurisdictional requirements, , and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

19. Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

I agree to all of the above terms and conditions.

CUSTOMER NAME (please print)

CUSTOMER SIGNATURE

DATED

MC/VISA/DISCOVER/AMEX # CIRCLE ONE

EXP

SEC CODE

DATE OF EVENT _____

ADDRESS LOCATION OF EVENT _____

CUSTOMER MAILING ADDRESS _____

CITY STATE ZIP

PHONE/CELL _____

EMAIL _____

INTERNAL USE ONLY - date received & quote/invoice number