



# RENTAL POLICIES

## **BUSINESS HOURS**

Monday- 9am-4pm |Tuesday-Wednesday : CLOSED| Thursday- 9am-4pm |  
Friday-9am-4pm | Saturday-8am-12:00pm (noon) | Sunday- CLOSED

Pickup Information:

**(Only Applies to Warehouse Pickups)**

Pickup Location: 2915 S. Sam Houston Parkway |Suite 100 | Houston Tx 77047

Pickup Date/Hours:

Friday Hours: 9 am-4pm |Saturday Hours: 8 am-12 pm

**Return Information** (The following business day of your event)

**Return: ALL RENTALS ARE 3 DAYS MAXIMUM**

Monday- Return Hours 9:00 am-4:00 pm.

**(All returns are due Monday at the end of closing.)**

**A \$40 late fee occurs daily until return has been successfully returned and completed.**

Delivery Information **(Applies only to Delivery Clients)**

**DELIVERY IS NOT FREE AFTER RENTER REACH THE MINIMUM ORDER OF \$450.**

**Carefully review and confirm your delivery information attached on your rental quote.**

**Overnight Delivery:** There is an additional \$75 for late pickup after 12:00am.

**Delivery Minimum:** We require a \$400 delivery minimum for all delivery orders. Our delivery fees range from \$75- \$200 depending on delivery radius.

**Luxury Furniture Pickup/Return:** All luxury furniture considered as throne chairs, couches, lounge furniture are not to be picked up in flat bed vehicles. All products should be sent and returned wrapped or carefully clothed upon picking up and returning. We will cancel your order upon pickup if you are in a flatbed truck.

**Damages:** If noticeable damages occur while in possession upon removing wrapping. Please immediately take pictures and email us before the event. Damages sent after an event we are not accountable for. Any damages while in the client's possession will be charged a replacement or maintenance fee of the damaged product.

**\* A valid ID and CC/Debit Card is required for all pickups. \***

(Please submit copy to clerk upon retrieving any orders from Party Vibes Warehouse)

**Missed Warehouse Pickup:** In the event you've missed pickup hours during business days your order will be canceled and you will forfeit payment.

## **RENTAL AGREEMENT**

( "Client") and Party Vibes Events LLC hereby services to the rental property and or services (as defined in the rental agreement), the client acknowledges and agrees as follows.

Client agrees to use all rental property in a careful and proper manner, and return property in the same condition as when received. Client agrees to assume all risk of loss and of damage to rental property from any cause whatsoever. Party Vibes Events LLC will not be liable to Client for any loss or damage caused directly or indirectly by the rental property and rental service, by any inadequacy thereof, or defects therein.

Client will indemnify Party Vibes Events LLC against any claim, action, damages and liability including attorney's fees arising or connected with Clients use and possession of the rental property or Clients use of our rental service.

#### PAYMENT TERMS

- Party Vibes Events LLC requires a non-refundable 50% retainer and signed contract and signed credit card authorization form prior to processing of each order. Additional payments can be made towards the balance at any time. Any remaining balance is due 14 days prior to your event date. You can however, make additional payments at any time. We accept cash, cashier's checks, money orders or credit cards. All credit card transactions are subject to a 4% processing fee. A 100% non-refundable retainer is required for all custom orders.
- Client will be responsible for all costs incurred by Party Vibes Events LLC due to Client's ordering errors; such as, incorrect date of usage, color, quantity or size.
- In consideration for agreed upon deposit, Party Vibes Events LLC will exclusively reserve agreed upon rentals on agreed upon event dates for use of Client.
- Upon return of the signed Rental Agreement and Credit Card Authorization Form, a pre authorization charge in the amount of \$1.00 will be charged to the credit card listed on file. We will not accept any prepaid cards.

#### COLOR SHADES & DYE LOTS

- In the event additional linens/fabrics are ordered to existing stock a slight color variation may occur due to different dye lots from fabric wholesalers. This shall not be considered a breach of this Agreement.

#### RENTAL CANCELLATIONS, FOR ANY REASON (INCLUDING WEATHER)

- Party Vibes Events LLC, will make a full store credit on rental items if the RENTER'S representative is notified by email more than 14 days prior to the event. There will be a 50% restocking fee for orders canceled less than 14 days prior to the event date. The remaining balance from the restocking fee will be credited via store credit. The

RENTER will not receive a credit if the order is canceled less than 24 hours prior to the event date.

- Client acknowledges that the rental item quantities on the original paid invoice cannot be decreased. Be sure to select quantities that are within reason to your overall guest count. Should you need to decrease, a decrease in quantity will result in forfeiture of the payment for that item, but will be noted for setup.
- Client will confirm final quantities with Party Vibes Events LLC at least (14) days prior to the event. In the event the head count increases after this date, an adjustment can be made based on availability of the inventory. Should additional rental items need to be ordered, a rush fee will be assessed based on the additional items needed and time frame.
- In the unfortunate case of a cancellation of the event covered in this contract, all funds paid to Party Vibes Events LLC will be forfeited and non-refundable. Any such cancellation must be made known to Party Vibes Events LLC in writing or email at least 14 days of the time of cancellation in order to receive credit up to one year of original booking date.

#### WEATHER /RAIN CHECKS

- In the event of any unforeseen circumstances we can offer a credit of equal value of rentals up to 1 year of event date. A notification of at least one week is required in order to apply rental credit to the client's account. In the event the order was never retrieved, we do accommodate your rental credit as well. An email notification will be required in order to receive the credit or you will forfeit any payment made to Party Vibes Events LLC.
- We do not offer any rain checks or credit in the event our rentals are picked up and removed from our warehouse. Services will count as rendered. Unfortunately, we can't determine which products weren't used in the event they were picked up from the warehouse. Once you have retrieved your order we can't offer you a credit. Rentals would need to be re-rented for a new date. In the event, your event becomes rained on please make sure rentals are secured in a dry area so that products aren't damaged.

#### REPLACEMENT CHARGES

- In the event rental property is not returned or is returned in a torn, burned, broken or otherwise permanently damaged condition, Client

will be charged a replacement cost equal to three (3) times the rental rate, in addition to the original rental charge for each tablecloth, overlay, skirt, napkin, chair cover, sash and any other materials rented by Client. Client agrees to pay these charges upon receipt of the replacement billing. All charges will be billed to the Client's credit card on file.

#### REPLACEMENT CHARGES FOR CENTERPIECES, DÉCOR, GLASS & CHARGERS

- In the event rental property is not returned or is returned in a broken or otherwise permanently damaged condition, Client will be charged a replacement cost equal to three (3) times the rental rate, in addition to the original rental charge for each centerpiece and any other breakable materials rented by Client. Client agrees to pay these charges upon receipt of the replacement billing. All charges will be billed to the Client's credit card on file.

#### REPLACEMENT CHARGES FOR CHAIRS AND TABLES

- In the event rental property is not returned or is returned in a broken or otherwise permanently damaged condition, Client will be charged a replacement cost of damaged goods.
- Lost or damaged rental items are property of Party Vibes Events LLC. Client agrees that Party Vibes Events LLC retains ownership of damaged linen and payment of replacement charges is not a purchase by Client of the damaged linen.
- All orders are counted prior to delivery, at the delivery site, upon completion of installation, at the site during pick-up and also once the order has been returned to our showroom. In the event of damage or shortages, you will be notified by Party Vibes Events LLC within five (5) business days following the pick-up/return date. It is the Client's responsibility to return shortages to Party Vibes Events LLC within 48 hours of notification. If linens are not returned, replacement charges will be processed (as defined above).
- \*\* All candles must be contained. Linens returned with wax are nearly always permanently damaged. Snuff (don't blow) out candles and refrain from bumping tables with liquid wax.

#### DAMAGE WAIVER

- An optional damage waiver fee of 10% of the rental item total will be added to each rental order.
- The damage waiver fee covers charges for incidental losses/breakage; such as missing or broken items listed as china, glassware, flatware, or napkin rings. It also covers charges for repairable damage on Rental Items listed as napkins, linens, sashes or runners. The damage waiver is not insurance. Gross damage, misuse, theft, vandalism, negligence or large losses are not covered by damage waiver. Tables, Chairs, Staging, Draping, Decor, Centerpieces and any other Misc Rental Items are subject to full replacement cost.
- If you opt out of the damage waiver, you must do so in writing via email with the understanding that any missing items or damages rental will be charged at their full replacement cost. (See general replacement costs above)
- Should the total amount of damage/loss to the rental items exceed the amount paid, Renter will be responsible for the difference. Clients will receive a breakdown of those charges via email.

#### CURBSIDE DELIVERY

- "Curbside Delivery," is defined as: 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.
- Party Vibes will stack items neatly and securely with reasonable access for the Customer; All equipment must be re-stacked and made ready for pick up by the Customer in same manner in which it was delivered; There will be a minimum two hour window for both delivery and pickup (unless otherwise arranged in writing with Party Vibes).
- Party Vibes may assess additional charges at a rate of up to \$120 per hour when delivery conditions cause Party Vibes to incur additional labor costs, including, but not limited to: deliveries impeded by stairs, elevators, steep or uneven surfaces, standing water, mud, or soft surfaces like sand loose gravel; deliveries that involve waiting times of more than 15 minutes; customer requires a precise (to within 15 minutes) delivery or pickup time; last-minute or rush deliveries or pickups; and/or Inaccurate delivery locations or directions supplied by the Customer.
- 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, pipe and drapes, stages and canopies. If setup is requested, then Party Vibes will perform one (1) setup. After the initial setup is completed, then Party Vibes may opt to apply the aforementioned excessive labor charges, or they may opt to leave the premises without performing additional labor. If the renter is not available, then Party Vibes may opt to either set up 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.

#### DELIVERY & BASE SET-UP

- A non-refundable delivery/setup service charge of 18% of the total rental contract is included for orders wanting base setup. Should the venue require use of stairs and or an elevator to access the event space, an additional fee will be assessed based on the difficulty and accessibility. An additional same day/late night fee will be assessed on all invoices where Party Vibes Events LLC is required to come back to remove items the same day they are delivered. This fee can be waived if next day pick up is allowed and under the same pick up time frame as listed above.
- Because your time is precious, we will coordinate all delivery, setup, and pick up times with your responsible parties and/or coordinator one week prior to your event. It is your responsibility to provide Party Vibes Events LLC the responsible parties contact information. If we do not have the information needed to coordinate times with the venue or planner, you will be contacted the week prior to your event to solidify times.
- It is the Clients responsibility to provide Party Vibes Events LLC with a floor plan one week prior to delivery should there be any details needed to be aware of such as count per table, or specific placement of rental items. It is the Clients responsibility to have a representative of their choice on site during setup to verify items match the counts on their contract. Otherwise all items will be verified and documented by our staff.
- Party Vibes Events LLC staff will execute setup based on floor plan, timeline and/or details provided by Client or Clients planner prior to the event. Party Vibes Events LLC will not be responsible for any

changes made to said design after execution. Once delivery and/or setup services are complete, the rental items will be the sole responsibility of the Client until pick-up/return. Any loss which occurs between delivery and/or setup and return and/or pick-up will be the sole responsibility of the Client.

- Party Vibes Events LLC will not be liable for any movement of the items or changes made after the delivery and/or setup services are complete.
- A standard two hour time frame for delivery and set-up is required for any event booked with Party Vibes Events LLC. A standard two hour time frame for pick-up and breakdown is required for any event booked with Party Vibes Events LLC. \*\*\*Any adjustment to times will be determined by our staff based on distance, venue accessibility, multiple vendors in the same space, and set-up details.
- Pick / Drop off Waiting times: Our staff will arrive during the times agreed upon by Client and Party Vibes Events LLC. Should any of our staff members have to wait for tables to be cleared or to be let in a building, clients will be charged \$20 per hour, per staff member.

#### CLIENT PICKUPS

- Pickups are allowed under the discretion of Party Vibes Events LLC. If a pickup of your order is allowed, times will be determined by Party Vibes Events LLC the week of the event. All items will be arranged to be picked up the day before the event. All items need to be returned no later than the following Monday by 5pm unless otherwise agreed upon by Client and Party Vibes Events LLC. A late fee of \$40.00 per day will be charged to Client for all items returned after the agreed upon time.
- All items picked up must be returned in the same packaging they were received in. All linens are to be returned in the laundry bag given at time of pick up. Should any items be soiled or moist, Client agrees to allow the items to dry out before bagging. Mildew is the number one cause of permanent damage to linens.
- The vehicle rentals are picked up and must be of adequate size to accommodate the items in a secure and safe manner. If your order consists of large items such as chairs or furniture items, an enclosed truck will be required along with proper equipment to secure the items. Equipment will be discussed with Client and Party Vibes Events LLC prior to pick up. Upon pick up, if our loading staff determines the items are unsafe to travel or will risk damage, the rental items will not be

released to Client.

#### LINEN & TABLEWARE CARE INSTRUCTIONS

- All linens must be free of food and debris and laid to dry before placed in linen bags. DO NOT place wet items in any bags (especially plastic) or they will mildew.
- Rental Items Used for Food or Drink Consumption MUST be Rinsed & Free of Food Upon Return/Pick Up to Avoid Additional Cleaning Fees. Flatware & Plates Rinsed; Glasses Placed Upside-down in the Crate.III. A linen maintenance fee of 5% is applied to all linen orders for standard cleaning maintenance. Our linen fees cover the basic water and food stains. The linen fee does not cover markers,paint, mildew etc. A damage or replacement fee will be charged to the card on file.

#### FORFEITURE DUE TO NON-PAYMENT

- Should any payment due to Party Vibes Events LLC lapse beyond agreed upon due dates, all previous payments made to Party Vibes Events LLC will be forfeited and otherwise made non-refundable, and the event date and rental property will be subject to rebooking for other Clients of Party Vibes Events LLC.

#### REMEDIES

- In addition to any and all other remedies afforded Party Vibes Events LLC in law and in equity, if Client defaults in this agreement by failing to perform any provisions, term or condition herein – including but not limited to, the failure to make agreed upon monetary payments to Party Vibes Events LLC when such payments are due .
- Party Vibes Events LLC may terminate this agreement by providing written notice to Client at last known address as otherwise made available to Party Vibes Events LLC. Said notice shall provide sufficient detail of the nature of the default.
- The party receiving such notice shall have seven (7) days from their receipt of such notice to cure such default to the satisfaction of Party Vibes Events LLC. Likewise, unless otherwise waived by Party Vibes Events LLC, any failure to cure such default within the time period desired by said notice shall result in the automatic and irrefutable termination of this agreement, and all funds previously paid to Party

Vibes Events LLC will be forfeited and otherwise made non-refundable.

#### FULL OR PARTIAL PLANNING SERVICES

- In the event your payment has not been completed by the due date. We have the right to cancel your full planning services and any payment made to Party Vibes Events LLC will be forfeited.
- Refunds or credits, in the event planner and client decides to terminate the relationship. The retainer fee is non refundable. All rentals for full service clients are usually a combined invoice for multiple vendors. Which is a legal agreement between the contracted parties. Depending on the circumstances of the cancellation. The credit will be determined based on the rental cancellation policy.
- In the event, the client or planner becomes unhappy with planning/client services Party Vibes Events LLC has the right to terminate the contract for contracted date or future services.
- Client is responsible for making sure all inventory and decor is accounted for upon pickup of breakdown. Clients can not remove decor as souvenirs unless agreed with both parties.
- Party Vibes Events LLC are not responsible for any outside vendors booked outside of our services. Clients are responsible for reading outside vendors terms or contracts before securing third party vendors.
- Party Vibes Events LLC are not responsible for additional charges from the venue due to late pickup or drop off. Our staff will be responsible for the times contracted on invoice. Please make sure your setup and breakdown time is included with your venue. Party Vibes Events LLC requires a minimum setup time of 2 hours and a breakdown time of 2 hours depending on products.