

BIG DAWG PARTY RENTALS - RENTAL AGREEMENT TERMS AND CONDITIONS

74 Bowne Street #46 Brooklyn, NY 11231 (Pier 11)

Email: Info@BigDawgPartyRentals.com

Office: (718) 643-9019

Web: www.BigDawgPartyRentals.com

Minimum order for delivery is \$400.00 plus delivery fee.

By signing this Contract, I, _____, (the "Client") agree to rent from Big Dawg Party Rentals ("BDPR") the equipment listed for the price and length of time indicated on the associated invoice subject to the following terms and conditions:

1. The Client shall check all equipment and sign off with a BDPR team member upon delivery. If the Client is not present at time of delivery his/her agent(s) on site assume all responsibility for verifying equipment and set up, if applicable, at delivery. In the event no one is on site to verify equipment and/or set up instructions the delivery team will leave the equipment and it will be accepted "as is". No changes, equipment exchanges, or refunds of set up fees will be granted after BDPR team has left delivery site.
2. The client agrees to pay an additional delivery fee should BDPR determine that two trucks are required for delivery. Client shall provide a designated, legal area for delivery, i.e. loading dock or specific street loading area. If no designated area is available any tickets received shall be passed on to client.
3. In the event BDPR cannot gain access to the space **BDPR will offer a 15-minute grace period**. Once the grace period has expired the client shall incur a \$250 overtime charge, which will also be incurred for each 15-minute interval thereafter. In the case of a late-night (after 6pm) delivery and/or pick up, overtime charges shall increase to \$500. If the delivery and/or pick up staff cannot wait beyond the 15-minute grace period, the team will leave and return once available at the sole discretion of BDPR. If BDPR cannot complete the delivery and/or pick up as agreed the client shall incur an additional delivery/pick up charge plus any overtime fees.
4. The client shall take care and pack all equipment, with all attachments, accessories, and parts to BDPR in the same condition and crates as originally received. Equipment is to be rinsed clean of debris (glassware, dishware, and silverware). A charge will be added for items requiring excessive cleaning upon return. Linens are to be bagged and returned free of stains, burns or candle wax.
5. The Client shall have all equipment together and ready at the time of pick up. BDPR staff is not responsible for locating missing equipment on site or taking a final walk through of the event space. If, for any reason, the equipment is not accessible or is otherwise unavailable at the scheduled pick up time the client shall return the equipment to the BDPR warehouse located at 74 Bowne Street, Brooklyn, NY 11231. An additional service fee shall be assessed if the client should require BDPR to pick up the equipment.
6. If any of the equipment is lost, destroyed, or damaged client agrees to pay BDPR full replacement or repair value, as determined by BDPR. This includes, but is not limited to stapling, nailing or gluing items to the rental equipment. The client agrees to pay a \$50 service fee per occurrence and/or the full replacement value in the event the item cannot be restored to pre-rental condition.
7. All rental equipment will be accounted for once it has arrived back to BDPR's warehouse. BDPR delivery/pick up staff do not have authority to confirm equipment quantities on site. BDPR shall provide a missing/damaged equipment invoice within three business days of the pick-up date. BDPR will automatically process payment to the credit card provided if the missing equipment cannot be located within 24-hours of receipt of the missing equipment invoice.
8. If equipment arrives damaged or in otherwise unusable condition the client shall send written notice to a BDPR sales representative prior to the start of the event. If written notice is not received prior to the start of the event no refunds or credits will be authorized and client will be responsible for all repair and/or replacement costs.
9. If at any time the equipment becomes unsafe or in a state of disrepair, client shall immediately stop using the equipment and notify BDPR that the equipment is unsafe. Client shall take all steps necessary to prevent injury to any person or property until possession of the equipment is returned to BDPR.
10. In the event of rental extension; the client shall notify BDPR and obtain prior written approval. The client shall pay an additional rate for all overtime the equipment is in their possession.
11. Client shall not to sublease any equipment rented through BDPR.
12. All rental rates are based on a 24-hour rental period with the exception for Friday deliveries. Friday deliveries can be extended until Monday pick up at no additional charge. Rental prices are *not* inclusive of set up/break down service, which is a separate negotiated price.

13. Rental equipment may vary slightly due to manufacturer changes and general wear and tear. BDPR reserves the right to substitute rental equipment for similar items.
14. To confirm and reserve equipment a minimum 50% non-refundable deposit is required. Orders not confirmed and paid for **within three business days** of the scheduled delivery are subject to automatic cancellation without notice.
15. Orders are considered final and remaining balance due **three business days** prior to scheduled delivery (excluding holidays), at which time no additional changes can or will be accepted and payment automatically processed. Cancellation within 3 business days of scheduled delivery will result in a cancellation fee of full contract price. Orders cancelled before three business days of scheduled delivery are subject to a 50% cancellation fee.
16. Final and remaining balance will be **automatically processed three business days** prior to scheduled delivery, at which point no further changes shall be accepted. BDPR shall process payment on the credit card provided, unless otherwise directed. BDPR is under no obligation to provide notice when processing remaining balance payment(s).
17. **Refunds will not be granted** on rentals or additional fees, regardless of usage, within three business days of scheduled delivery. *This includes* any set up, break down, or additional charges for stairs. In the event the client or the client's representative is not available or should direct the delivery staff onsite **not** to set up, break down, or bring items up/down stairs BDPR will not be responsible for refunding these charges after the fact.
18. Checks are accepted for deposits if received no less than 2 weeks before date of delivery. **Mail checks to:** PO BOX 310163, Brooklyn, NY 11231. Bounced checks or disputed legal charges are subject to a \$250-\$750 penalty.
19. Once delivery is complete the terms and conditions of this agreement are agreed to implicitly.
20. BDPR is not responsible for lateness due to accidents, mechanical breakdown, security checkpoints or any "acts of god". The timeframe indicated on the invoice is an approximate delivery estimate.
21. The Client on behalf of itself, any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees, or directors, shall not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize BDPR or its subsidiaries, affiliates, successors, assigns, officers, key employees or directors or take any action which could reasonably be expected to adversely affect BDPR's professional reputation. This includes any oral or written statements, such as online reviews.
22. Personal contact details will be collected for use of email marketing and collection of reviews. BDPR shall not sell personal contact information to any outside source.
23. Client shall indemnify and hold BDPR harmless for any claim of damages or injury which may arise out of the loading, use, transportation, possession, or malfunction of equipment. Client will be responsible for all charges associated with the Contract, including reasonable collection fees, attorney's fees, court costs or any other expense incurred by BDPR to enforce the terms of this Rental Agreement.
24. This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties. BDPR expressly does not accept handwritten changes or amendments to this agreement.
25. Any claim or controversy arising out of or relating to this contract, or the breach thereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Kings County, New York, in accordance with United States Arbitration Act. There shall be one arbitrator named in accordance with those rules. The law of the State of New York shall apply.
26. If any part of this agreement is found to be unenforceable or invalid, the remainder will be valid and enforceable.

I agree to pay for all services and equipment provided by BDPR. This includes all breakage, loss, and/or additions made by Client or its agents. I agree to the Terms and Conditions set forth above which are expressly incorporated in all BDPR invoices.

Print Name:

Invoice #:

Signature:

Date:



Credit Card Authorization Form

Big Dawg Party Rentals – Warehouse Red Hook Brooklyn

74 Bowne Street #46 – Pier 11

Brooklyn, NY 11231

Office: 718 643 9019

Big Dawg Party Rentals Mailing Address (SEND CHECKS HERE)

P.O. Box 310163

Brooklyn, NY 11231

I authorize Big Dawg Party Rentals to charge my credit card in the amount of: _____

Tax Exempt # (We Must Have All Proper Documentation before Removing Tax): _____

BDPR Rental Invoice Number: _____

**Delivery & Pick Up date and times will be dispatched by timeframe indicated on Invoice.*

*** Driver will wait 15 minutes from the time he/she arrives onsite for delivery or pickup. If Big Dawg Party Rentals driver is unable to deliver or pickup equipment an additional full charge will be automatically applied for re-delivery or pickup.*

Venue & Address: _____

Stair Specifics: _____

**If stairs are required for delivery once team is onsite a charge of \$500 will be applied per standard flight (12 Stairs).*

Delivery Specifics (Floor #, Delivery Location, Freight Entrance, Etc.):

Delivery Point of Contact Name & Phone #: _____

Billing Address & Credit Card Information

Billing Address: _____

Name on CC: _____

Card Number: _____

Exp. Date: _____

CV Number: _____