

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 Warehouse order is \$200.00 plus \$25.00 Service Fee.

Warehouse Pickup & Returns are ONLY available weekdays. Monday – Friday 10 AM – 4 PM.

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. Client shall check all equipment and sign off with a Big Dawg Party Rentals Manager prior to loading for pickup. If client is not present at time of pickup his/her agents picking up equipment assume all responsibility for verifying equipment before loading.
2. No changes or returns will be accepted at the time of pickup after equipment has left warehouse. A copy of client's ID and credit card must be on file.
3. It is the client's sole responsibility to ensure all rental equipment will fit, comfortably, inside the vehicle. If the vehicle is too small the equipment will not be released, at BDPR's sole discretion, and no refunds will be given.
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. 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.
6. BDPR shall provide a missing/damaged equipment invoice within two business days of the pick-up date. BDPR will process payment to the credit card provided if the missing equipment cannot be located within 24-hours of receipt of the missing equipment invoice.
7. If equipment is found to be 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.
8. 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.
9. 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.
10. Client shall not to sublease any equipment rented through BDPR.
11. All rental rates are based on a 24 hour rental period with the exception of Friday warehouse pickups. Friday pickups will be due back Monday before 4 PM. Failure to return equipment before 4 PM on scheduled return date will result in an automatic additional 24 hour total rental rate charge for each additional day.
12. 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.
13. 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 pick up are subject to automatic cancellation without notice.
14. Orders are considered final and remaining balance due and automatically charged three business days prior to scheduled pick up date (excluding holidays). Cancellation within 3 business days of scheduled pick up date will result in a cancellation fee of full contract price. Orders cancelled before three business days of scheduled pick up date are subject to a 50% cancellation fee.
15. 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).
16. Refunds will not be granted on rentals, regardless of usage, once they have left the warehouse.
17. 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.

18. Once the pickup is complete the terms and conditions of this agreement are agreed to implicitly.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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 additions made by Client or its agents. Client agrees 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 Warehouse Rental Invoice Number: _____

Pick Up Date: (Monday – Friday 10 AM - 4 PM Only): _____ Return Date: (Monday - Friday 10 AM – 4 PM Only): _____

**All rental rates are based on 24 hour rental period with the exception of Friday warehouse pickups. Friday pickups will be due back Monday before 4:00 PM. Failure to return equipment before 4:00 PM of scheduled return date will result in an additional 24 hour total rental rate charge for each additional day.*

Venue & Address: _____

Pick Up & Return Point of Contact Name: _____

Contact Phone #: _____

Vehicle Make & Model: _____

**Please note: Customers are responsible for safe transport during pickup and return of all rented equipment. Big Dawg Party Rentals does not allow equipment to be strapped to vehicle roof. Please measure vehicle space to ensure equipment will properly fit. Due to scheduling requirements BDPR will not be able to add same day deliveries or pick ups*

Billing Address & Credit Card Information

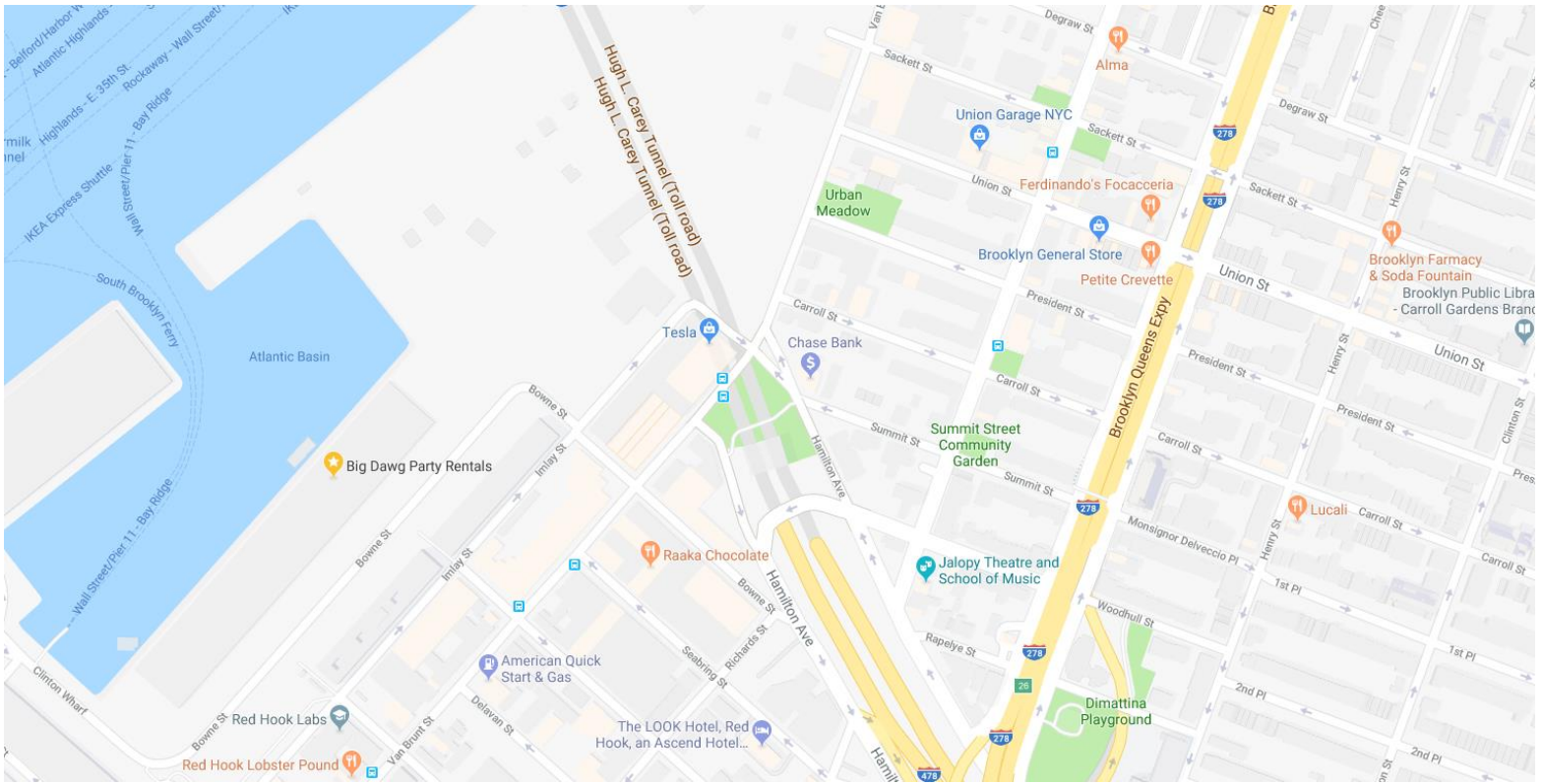
Billing Address: _____

Name on CC: _____

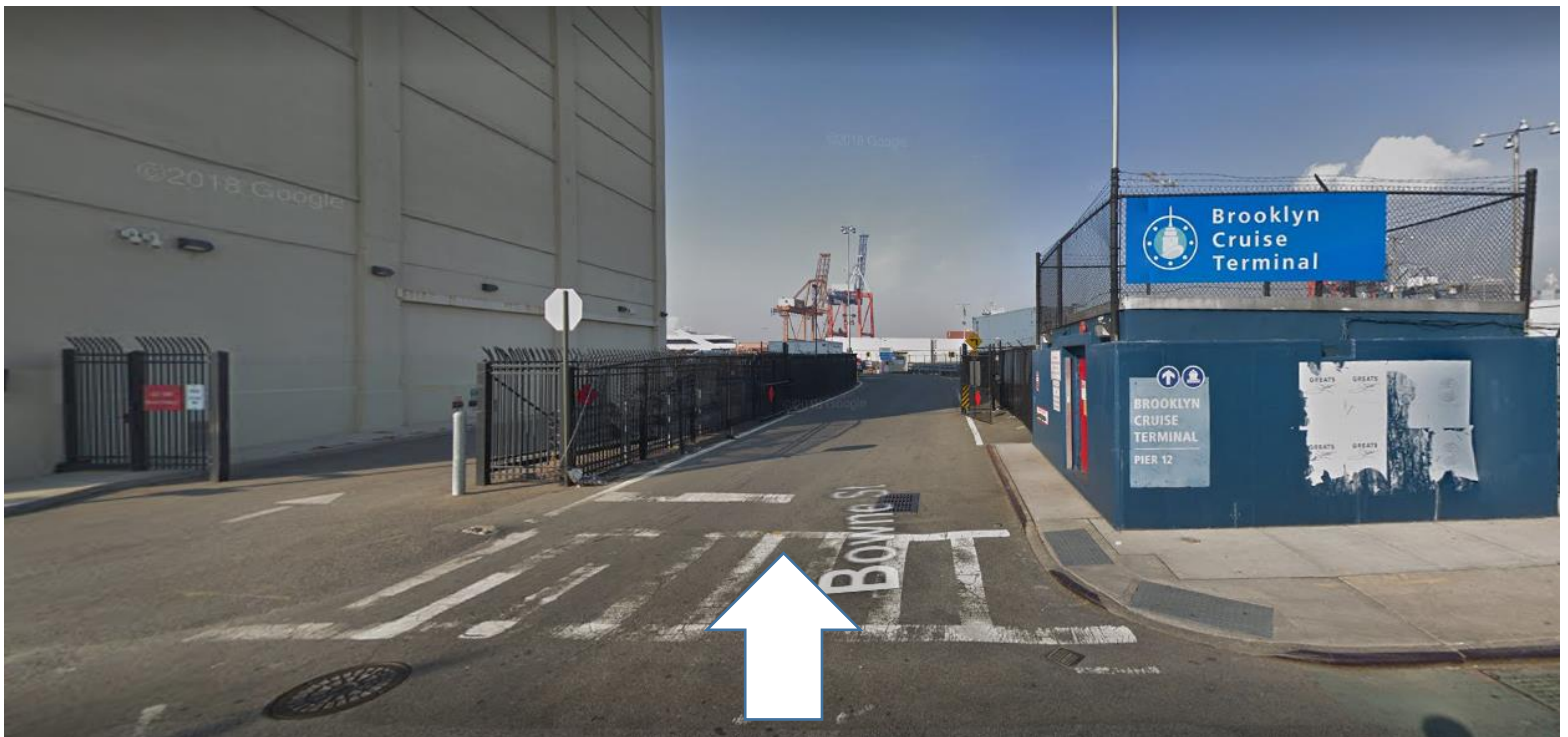
Card Number: _____

Exp. Date: _____

CV Number: _____



At the end of Bowne Street you enter into the gates labeled “Brooklyn Cruise Terminal”. Follow the road to the left and Big Dawg Party Rentals is located on the right side at bay #46.



Office Number: 718-643-9019