

Rental Agreement

Pricing and Product Availability

We hold pricing quoted and guarantee product availability for 14 days, after this time price and availability of item(s) are subject to change.

Rental Dates

Weekend orders may be picked up on Thursday between the hours of 2:00 pm- 5:00 pm and Friday between 9:00 am – 5:00 pm and are due back on Monday between 9:00 am – 12:00 pm or Tuesday 9:00 am – 5:00 pm.

Weekday orders may be picked up the day before an event and are due back the day following. Please call with special circumstances or if you need special help. Additional days incur an additional day's rental fee without prior approval.

Required Retainer/Paperwork

Rental services require a signed Customer Agreement and 50% retainer. Final payment with changes, substitutions and final counts are due two weeks prior to the event. Some items may be ordered or customized just for your order. These orders may not be changed within two weeks of your event. These items will be designated on your event order.

Delivery Fee

Our delivery charges begin at \$50.00 within Calgary city limits and \$100.00 for Banff/Strathmore and surrounding areas

The delivery fee is calculated based on the number of items, and delivery location. All containers and packing materials must be returned with your order, or fees will be assessed. Items must be gathered and ready for loading following event. Delivery includes drop off on Friday or Saturday and pick-up on Sunday or Monday. Items must be stored indoors, or protected from the elements in a secure location until pick-up. If items are not available or accessible upon pick-up, another day's rental fee will be charged, and the customer may return the items, or schedule another pick-up time. If you, the renter, will not be available during pick-up, it is your responsibility to coordinate with the venue to ensure all items are gathered together in correct location. If customer has elected to not pay for setup charges, then said customer must provide all setup on their own. If customer elected for no tear down, then all items must be torn down by customer, replaced into the appropriate boxes.

- **Round Trip Delivery:** Delivery fees are assessed based on a two-trip basis (one to deliver and one to pick-up). If additional trips are required, you will automatically be billed. If your ceremony and reception are in two separate locations, additional delivery fees will apply. A responsible party (you or another adult 18 years of age or older) must be present upon delivery to sign the delivery slip and accept the items suitable for use. Any services added at that time will be charged to your account.
- **Extended Load In/Out or Non-Standard Deliveries:** Standard delivery fee includes drop off at the lowest level of the structure. Certain job sites require labor intensive load in/out (including

elevators and stairs) and these logistical details must be arranged prior to your event. Please be sure to mention all these details to be sure we provide you with an accurate quote. Labor intensive deliveries range from an additional \$50 - \$200. Please be specific about the delivery details of your location prior to making the reservation. If AAYYC discovers a special delivery situation upon arrival, the credit card on file will be charged automatically.

- **Return Pick-up:** If items are not accessible upon pick-up, an additional day rental fee and additional trip fee will be charged, regardless of fault. Client has the option to return items to store to avoid this fee. It is not BWR's responsibility ensure the items are ready for pick-up or to office for missing items. If items are not returned within three (3) days, replacement fees will be assessed on top of the rental fees, no refunds, no exceptions.

Set-Up Fees

This fee includes the setup or installation of the rented item and/or applying only the decorations that WE PROVIDE. Fees are based on total number of items, assembly time and decorating involvement. We do not install or decorate with items that were not provided by us. The set-up fee does not include breakdown, cleanup or removal. A tear down service is available for an additional fee.

- **Client Set-up:** If you opt to perform the set-up yourself, all rented items including accessories and small parts must be placed back into proper containers. All containers, boxes, totes, and packing materials must be returned to avoid replacement fees.

Late Returns

If items are returned late, the customer will be charged for an additional day. If items are not returned within three days and customer is not able to be reached, replacement fees will be assessed and charged to the credit card on file. Communication is important.

Pick-Up Rental Requirements

Rentals must be picked-up in a secure vehicle. A valid driver's license for the driver, a credit card and ID from the card holder must be on file. Items must be returned on your due date to avoid additional charges. Any items missing upon return are automatically charged for replacement or late fee (additional day). Client is to inform us upon arrival if something is damaged or missing.

- **Large order pick-up** Large orders must be picked-up in a full size pickup with tailgate, moving blankets, and tie-downs. Customer is responsible for supplying own moving supplies. Pick-up trucks arriving in rainy weather or without appropriate supplies will be denied rentals and will not be eligible for a refund.
- **Small order pick-ups:** Small orders may be picked-up in a car or vehicle of choice, but all items must be in the enclosed portion of vehicle.

Damaged/Missing Items

Renter assumes full responsibility of item upon possession, and agrees to pay full replacement cost for lost or damaged items.

Pricing Policies

Rental Prices are subject to change without notice. Price quotes are valid for 14 days. Orders with special pricing must be booked by the date specified. All rental prices are non-negotiable. Corporate rates available for Decor Vendors, Florists and event planners.

Weather Related Issues

Avenue Accents YYC does not issue refunds for any reason, including inclement weather. Should bad weather or wind become an issue, Avenue Accents YYC reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate an indoor function. The client assumes all risks and hardships involved with having an outdoor event. Please discuss "Plan B" with your coordinator. AAYYC is not responsible for revising your event design the day or two prior to your event, should inclement weather be ensuing. It is our desire that your event go as smoothly as possible. However, if you choose to chance the weather, the client assumes full responsibility for wind and weather damages. If AAYYC arrives for a delivery and the weather is bad or impending, we will call you or a contact person to discuss options. Please always provide an additional contact name and number should you be unavailable the day of your event.

Payment Terms

Credit Card Terms

A valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above. The credit card will be charged if changes are made the day of the event, such as added services, labor or additional items are requested or required. Late payments – refers to any payment not received in our office fourteen (14) days prior to event date. Payments after this date will have to be made by cash or by bringing in client credit card and swiping it in our office which requires a client's signature. Check payments are not accepted.

- **Credit Card Payments** - Credit card payments made AAYYC adds a 3% processing fee, Cash or E-transfer is preferred.

Payment for Damaged/Missing Items

When you return your items, we will check to ensure all items rented are accounted for and not missing or damaged. You will be notified by phone of any missing or damaged items within seven (7) days. AAYYC will notify you within one week of the event if damages are discovered, or items are found to be missing. Damaged items are discarded within 10 days unless the client requests to come pick them up. After 10 days, the client gives up rights to the item(s). Photos of damages will be submitted as proof upon request. If damaged items are not paid for within 7 days, the credit card on file will be billed, unless payment arrangements have been setup with the owner.

Orders and changes

All order/service changes must be placed in writing or emailed as to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email. Additional services require an appropriate retainer and will be charged to your credit card unless other terms are specified. Emails are considered legal and binding and do not require a signature to be valid. If changes are made the day of the event, a responsible party must sign for them upon delivery, pay with cash, or the credit card will be billed automatically. Substitutions are allowed with a 14 day notice. No substitutions are allowed within fourteen (14) days of the event. Items may be allowed based on availability.

Cancellations

Please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rentals and services for your event date, and thus **all payments are non-refundable**. All services may be cancelled if received in writing no later than 30 days prior to the event. You would not be obligated to pay the balance of your invoice, unless you placed a special order for a custom made item which was purchased specifically for your event. In such cases, you would be contractually bound to pay the balance due on the account. A credit in the amount of the retainer will remain on file if the event is postponed.

Photography Release

By signing this agreement, you give Avenue Accents YYC permission to use the photos that we take at your event on our website and advertisements, materials, etc., with the understanding that you will not profit from them in any way.

Non-Payment/Breach of Contract

No services contained in this contract will be rendered, delivered, or available if balance is not paid in full prior to your event. The last day to remove items from your order is 2 weeks prior to your event.

- For Individuals: No payments will be accepted beyond the event date. No exceptions!
- For Corporate Accounts: 50% retainer required, final payment due within 7 days of the event. If one payment is late, payment extension privileges will be suspended.
The following circumstances are considered a breach of contract:
 - If payments are not received by the due date, and the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach of contract, and all previous payments are forfeited.
 - If payment is not received in a timely manner, AAYYC will consider your rented items and services available for another client's use. AAYYC is not contractually obligated to accept payments beyond the due date, nor refund previous payments. We will schedule another client's event on your event date if we have been unsuccessful in contacting you or obtaining a response from you regarding payment. We will attempt to contact you using all phone numbers and email addresses. You will not receive a notice in the mail. We understand that some things happen

which are out of your control and we will work with you if you experience difficulty. It is possible to modify your contract, but must be approved by AAYYC. Communication with us!

Service Guidelines

Outside Decorators

If you, your family members and friends are opting to decorate yourself, or use your own decorator, such person(s) are also required to abide by our guidelines, but you (the client) will be held responsible for damaged or missing items.

Preparation and Room/Event space Readiness

Please provide a telephone number for your Coordinator or family member who is in charge on the day of the wedding or event to discuss any unforeseen issues if the room or event space is not ready for our delivery and set up. Your account will be charged for any additional labor required to set up space outside of our contract for delivery without additional consent, as this can cause delay in our drop off to other clients. (It is important for these details to be settled ahead of time) We cannot keep other clients waiting who have scheduled deliveries and setups

Damaged Rentals

Damage Rental - If damage occurs which will require extra maintenance or repair, client will be notified and billed of such services within 10 days after the event. Such damages would include noticeable damage to structure, fabric, or overall look to the rental. Most common damages will be due to lack of proper means of transportation to ensure items are secure when picking up/dropping off. Please ensure you have the proper vehicle/straps/blanket for transportation to avoid additional damage fees.

Misuse of Items

Upon pickup or delivery, if AAYYC perceives that misuse will occur, we will NOT leave the items and no refunds will be issued.

When you sign your order at pick up you are signing that you have received all of your items in good condition. You are also agreeing that the items are the correct items.

Name: _____
Email: _____
Home: _____

Event Date: _____
Cell Phone: _____
Work: _____

Pickup & Delivery Information

I would like my order delivered: YES NO

Delivery Date:

Time:

Delivery Information:

Contact Name: _____

Contact Phone: _____

Cell: _____

Signed: _____

Order Terms and Conditions:

Orders placed are subject to a 50% cancellation fee, even if the credit card payment has not been processed. Customer agrees to the Rental Terms and Conditions. Final Selection/additions and cancellations must be received no later than the Friday two weeks prior to the event. ALL PAYMENTS ARE NON REFUNDABLE.