

# NEW YORK PARTY & LINEN RENTALS, LLC

1126 GROVE STREET

IRVINGTON, NEW JERSEY 07111

[www.nypartyrentalsllc.com](http://www.nypartyrentalsllc.com)

973-399-4700 212-222-1185

## Rental Agreement/Contract and Credit Card Form

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### Please Read Contract Carefully

The customer (Lessee) acknowledges that in the event the equipment, chinaware, glassware, silverware and other property described herein (N Y Party Rental LLC Property) sustains any damage or destruction or is lost or stolen while under lease to Lessee, Lessee agrees to pay New York Party Rentals LLC (Lessor) the costs for repair or replacement thereof. Lessee further agrees to accept full responsibility and liability, and Lessee shall indemnify Lessor, for any injury to Lessee, for any damage to the property of Lessee, for any injury to any other person (s), for any damage to the property of any other person (s) and any other loss that may result through the use or misuse of New York Party Rental LLC Property. Lessor is not responsible for any damage or liability incurred by handling Lessee's or any other person's personal property. Lessee shall pay all invoices when due. Lessee agrees and acknowledges that Lessee is subject to additional charges if Lessee fails to return to New York Party Rental LLC Property to Lessor or fails to make New York Party Rental LLC Property available to Lessor for pick-up at the time and date set.

You agree to indemnify and hold New York Party Rentals LLC., its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of New York Party Rental LLC. harmless from all claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to Your breach or alleged breach of any terms or conditions contained in this Rental Agreement.

In no case will New York Party Rentals LLC. be liable for the cost of procurement of substitute goods, damage to other property, loss of business or profits, loss of production, loss of use, or any other similar or dissimilar consequential, incidental, indirect, punitive, exemplary, or special damages even if New York Party Rentals LLC. has been advised of the possibility of such damages, which customer or any other person, corporation, company, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect in the goods. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including, without limitation, property handled or processed by the use of the goods). Customer shall defend, indemnify, and hold New York Party Rentals LLC. harmless against all liability, cost, and expense which may be sustained by New York Party Rentals LLC. on account of any such loss, damage, or injury. For this order, I have read, understand, and accept the Rental Terms and Site Terms.

### HOLD HARMLESS

You agree to indemnify and hold New York Party Rentals LLC., its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of New York Party Rental LLC. harmless from all claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to Your breach or alleged breach of any terms or conditions contained in this Rental Agreement.

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 NYPR or its subsidiaries, affiliates, successors, assigns, officers, key employees or directors or take any action which could reasonably be expected to adversely affect NYPR's professional reputation. This includes any oral or written statements, such as online reviews.

### CANCELLATIONS

There are no refunds for cancelled orders. Orders are confirmed when we receive your credit card form...

For cancelled orders there are no refunds, restocking fees, or rain dates. There is no postponement unless otherwise approved by NYPR 48 hours in advance and are subject to production approval and availability. Orders are confirmed when we receive your credit card for payment and sign rental agreement.

All orders are considered confirmed when credit card form is returned to us.

Friday orders are considered next day for Monday delivery and there is absolutely no refund or credit for next day or rush orders.

New York Party Rentals reserves the right to cancel orders or accept cancellations at New York Party Rentals discretion. Changes or cancellations will not be accepted or are subject to production approval.

### SECURITY DEPOSIT

A \$300.00 Security Deposit Will Be Held On Your Credit Card For Incidentals. The Security Deposit That Is On Hold with Your Credit Card Company Will Be Used First. If The Security Deposit Can't Cover The Entire Amount Of Loss The Balance Will Come From An Additional Charge To Your Credit Card. If No Action Is Required After The Pick Up The Security Deposit For The Incidentals Will Return Automatically To Your Account. Usually 24-72 Hours. Check With Your Bank For More Information Regarding That. See Below For Complete Description Pertaining To Any Loss That Might Require Action.

## INCIDENTALS

Orders are confirmed when we receive your credit card form for payment and signed rental agreement.

When you provide us with your credit card information you agree to the terms of the contract.

Missing and broken items are your responsibility and will be charged to your credit card at our replacement cost.

Your credit card will be charged if the invoice is not paid in the agreed terms and for any damages, shortages and items not returned on the agreed date. If you recover the missing items, you will be billed for every day until we receive it.

Additional delivery/pick up fees are considered incidentals and will be paid to New York Party Rentals from your security deposit. See delivery and pick up policy details below

There is no credit for unused rental products.

## DELIVERY AND PICK UP

The delivery and pick up fee is based on ground floor delivery or access to elevator service. The price must be predetermined if there is not access to an elevator and the rental equipment must be walked up or down steps or if the equipment must be carried an excessive distance. In the case where it has not been predetermined the delivery/pick up fee is subject to change and determined by New York Party Rentals based on the level of difficulty and/or by the number of steps, time or distance and the amount of the equipment at the time of the delivery and/or pick up. If the elevator is too small for the equipment or we arrive during none freight hours without prior notification of the closing hours by the customer there will be no refund or credit for later use if we must leave. New York Party Rentals does not guarantee that we will return and additional charges for restocking may occur. Restocking fee is based on the products that are on the order.

New York Party Rentals is excluded and is not liable for any additional fees incurred by the customer from the venue. No refunds or discounts or credit for later use will be considered because New York Party Rentals was late for the pick-up and/or delivery of rentals cause by traffic, street closures, acts of God, natural causes, viruses, acts of terrorism, or riots/demonstrations.

The customer is responsible for making all delivery and pick up arrangements with the venue or building's management you will not be refunded or issued a credit for later use if we must leave there are no guarantees that we will return or if we do attempt to redeliver there will be an additional charge. For the pick-up you will be charged the full invoice amount plus each day we are not able to pick up. Customer shall provide a designated, legal area for delivery, i.e., loading dock or specific street loading area.

If you are not home to receive your delivery at the scheduled contracted time you will not be refunded or issued a credit for later use. If we must leave, there are no guarantees that we will return and if we do attempt to redeliver there will be an additional charge. If you are not home for New York Party Rentals to pick up, you will be charged the full invoice amount plus each day we are not able to pick up. In the case where the customer is still using the equipment after the scheduled and contracted pick up time, the customer agrees to pay an additional fee based on the type of equipment and extra time required to pick up the rented equipment. Those additional charges will automatically be charged to the customer's credit card and those fees will be determined by New York Party Rentals

### The customer is not permitted to change locations or transport rented equipment...

From the location we delivered it to without prior notification or permission from New York Party Rentals. This must be determined prior to and at least 48 hours before the scheduled pick-up day by email and have written permission by New York Party Rentals to do so. Failure to do so will lead to a loss of your security deposit plus any other expense due to scratches or damages to the equipment or if we do not have a truck in the new pick-up address area. Any changes to the contract will have a \$500.00 and up fee.

Set up and break down is not included in this price. Prior notification is needed for New York Party Rentals to set up and breakdown without the loss of your deposit and extra charges for labor cost.

All fees will be settled and charged to the customers credit card. No delivery can be made until an agreement has been made. There will be a "waiting time" charge after 15 minutes for the driver to wait for a signature, or assistance, or to look for equipment. There will be no refund you will not be refunded or issued a credit for later use if we must leave with no guarantee that we will return and additional charges for restocking may occur. Restocking fee is based on products that are on the order.

**If you must reschedule your pick-up date or time, you must notify us 24 hours in advance for NYPR Approval by email.**

## ACCEPTANCE OF YOUR DELIVERY

Customer shall inspect the Goods at the time of delivery. Unless the Customer provides New York Party Rentals LLC with notice of any claims, shortages, incorrect counts or defects in the Goods or Rentals at that time. The customer will assume responsibility for all Rentals. Damages or imperfections on items should be kept separate from other items for pick up and a picture must taken at SET UP for any consideration.

## CERTIFICATE OF INSURANCE(COI ) IS NEEDED

A certificate of insurance (COI) cannot be processed with a paid invoice, please send sample with credit card form. If you need a certificate of insurance (COI) please e-mail your building's requirements at least 2 business days before the event. For orders below \$600.00 a small fee may be added to your invoice. If your building requires a COI for delivery and you did not request one from us and we go to deliver and your building won't let us in because we have no COI we will leave, and you will not be refunded or issued a credit for later use for your order.

In the event we were allowed to deliver without a COI because of the buildings neglected to ask for a COI and is now asking for one for the pick-up of our rentals and does not give us access you will be billed a full rental for each day we did not get the pick-up plus an additional pick-up charge.

The customer is responsible for making all delivery and pick up arrangements with the venue or building's management you will not be refunded or issued a credit for later use if we must leave there are no guarantees that we will return or if we do attempt to redeliver there will be an additional charge. For the pick-up you will be charged the full invoice amount plus each day we are not able to pick up. Customer shall provide a designated, legal area for delivery, i.e., loading dock or specific street loading area.

## BAGGING CHAIRS

Chairs must be packed back in the bags they were delivered to you in. An instruction flyer will also be provided to you with your packing slip as a reminder of how many chairs to put in the bag and how to put them into the bag. Place the head of the chairs in the bag first, the legs will be out, this helps keep the chairs free of dirt and any chipping or scratching.

A fee of \$5.00 per chair plus labor will automatically be charged to the credit card you have provided to us as a deposit for incidentals. If the chairs are packed back in the bags improperly you will be charged \$5.00 per chair plus labor.

Improper bagging is as bad as not bagging, it ruins the chairs for the next customer and takes precious time away from the driver's next customer who is waiting for them. Call us or email anytime with questions or concerns, there will always be someone to provide answers to questions to avoid additional charges. Missing chair bags are \$150.00 each. New York Party Rentals offers a service to unpack and pack back the chairs for you. This of course must be ordered at least 1 day before the delivery and/or the pickup.

## MODIFICATION TRANSFORMATION PRODUCTS AND VENUE

You may not modify, transform, transfer, or sell any products, services, or features obtained from any rented products without Our prior written consent and without putting back to its original condition for return. Your order may not be assigned or transferred to any other person or entity or venue nor may You or any other person or entity with access to the product or order either directly or indirectly. The result will be the loss of your security deposit plus labor costs or replacement cost of the product.

## PODIUM AND PORTABLE BARS

Any modifications such as wrapping, or signage must be removed before we pick up our Portable Bars and Podiums. They must be prepared for pick up in the same manner they were delivered to avoid additional fees and/or replacement costs.

## SANITATION

Dishes and all other rental items that have left over food must be wiped clean of unused food and rinsed if possible or if necessary to prevent and keep rentals safe from maggots, bugs, and rodents. Pack all rental products back in the crates they were delivered in to have ready for pick up. All liquid must be removed from glasses before returning to crates. Neglecting to do so may result in loss of your security deposit and more.

## OUTDOOR EVENTS

Our furniture is not for outside use. It cannot be left outside to get wet. Remember, even if it is not raining during your party, it may rain overnight or any time before we pick up. So, if you are unable to bring the equipment inside when not in use or there is no safe place for storage, we will not be able to do your order. If it does rain during your event please protect the equipment, if it is damaged you will be responsible for its replacement at our replacement price.

Do not leave tables and chairs, or linen outside unprotected from rain. The wood or foam padding on the chairs can be ruined and mildew the tablecloths. You are responsible for any damages from neglect.

## LINEN TABLECLOTH WARNING

All linen rentals are expected to be returned in the same quality and condition as they were delivered, i.e.: Tears, rips, holes, burns, mildew, and oil stains caused by candle wax are considered damaged and unrentable. Damp or wet linen can mildew, and mildew is considered damaged, and you will be charged the purchase price of a new cloth.

## SALES TAX AND EXEMPTIONS

We welcome all NJ and NYS current year tax exempt certificates including ST-119 and ST-120. 501C only exempts you from federal tax and not state tax so unfortunately, we can't accept those certificates. All tax-exempt certificates must be presented before we charge your credit card, and we will not be able to refund the sales tax payment once your order has been processed.

# NEW YORK PARTY & LINEN RENTALS, LLC

## CREDIT CARD FORM AND RENTAL AGREEMENT/CONTRACT

CREDIT CARD FORM MUST BE FILLED OUT COMPLETELY PLEASE READ CAREFULLY \*

PLEASE SEND BACK AND FRONT OF THE CREDIT CARD WITH THIS FORM Page 5 of 5

FULL NAME ON CARD \_\_\_\_\_ CARD TYPE: AMEX \_\_\_\_ VISA \_\_\_\_ MASTER CA \_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_ SECURITY NUMBERS \_\_\_\_\_

EXPIRATIONS DATE \_\_\_\_\_ BILLING ADDRESS \_\_\_\_\_

FLOOR/SUITE \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CARD HOLDER E-MAIL \_\_\_\_\_ CARD HOLDER PHONE# \_\_\_\_\_

By signing below, I the Card Holder have read the Rental Agreement/Contract and Accept the Rental Terms & Site Terms

\*If stairs are required for delivery once team is onsite a charge of \$500 will be applied per standard flight (12 Stairs). \* You agree to be responsible for damaged wet furniture from rain and you agree to replace the furniture at our replacement price. Details are in your rental agreement.

CERTIFICATE OF INSURANCE (COI) IS NEEDED? YES \_\_\_ NO \_\_\_ IF YES PLEASE ATTACH SAMPLE

Card Holder Signature \_\_\_\_\_ PRINT \_\_\_\_\_

### Card Holder Representative Signature Below

#### Relationship to Card Holder \_\_\_\_\_

By signing below, I the Card Holder's Representative have read the Rental Agreement/Contract and I Accept the Rental Terms & Site Terms on Behalf of the Card Holder

\*If stairs are required for delivery once team is onsite a charge of \$500 will be applied per standard flight (12 Stairs). You agree to be responsible for damaged wet furniture from rain and you agree to replace the furniture at our replacement price. Details are in your rental agreement.

CERTIFICATE OF INSURANCE (COI) IS NEEDED? YES \_\_\_ NO \_\_\_ IF YES PLEASE ATTACH SAMPLE

Card Holder Rep Signature \_\_\_\_\_ Print \_\_\_\_\_

Amount of Total \_\_\_\_\_