

Release, Indemnity and Miscellaneous Provisions

Lessee(s), on behalf of Lessee(s) and all Lessee(s) guests, expressly agrees to indemnify, release Chair Covers by Sylwia, Inc. harmless of, from and against any and all losses, costs of collection, damages, attorney fees, expenses, and all claims and liability growing out of, or resulting from this contract. Lessee(s) and Lessee(s) guests, or third parties' personal injury associated with rental of "Chair Covers by Sylwia, Inc. items/materials & services, Chair Covers by Sylwia, Inc. is not liable. No refunds will be made should utility service be interrupted or utility outages including but not limited to water, natural gas and electricity. Chair Covers by Sylwia, Inc. will not be held liable for vandalism, terrorist acts, Acts of God, flooding or damage to property from any weather conditions. No refunds will be made should any of these unforeseen circumstances occur.

Damaged/ Missing/Lost Items Agreement

If items leased are in reasonable wear condition or have minor rips, tears, stains, spills, etc., there will not be any charges to the Lessee(s). However, Lessee(s) agrees to pay for damages to materials beyond repair regardless of cause or loss of items. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items. **Items damaged beyond repair or missing will be paid for at its replacement cost (5X the rental amount). Centerpiece replacement cost is (2X the rental amount). Damaged chiavari chair replacement cost is \$40.00 per chair.** Lessee(s) acknowledges that he/she or designated party will personally inspect the rental items after use and find them suitable for his/her needs and in good condition, that he/she understands the proper use and agrees to inspect the rental items prior to use and notify "Chair Covers by Sylwia" of any defects. The Lessee(s) authorizes for the credit card provided by the Lessee(s) to be used for any damages/missing rental items. We will count all items returned to us. If the count indicates a shortage, the shipping manager will re-count the linens for verification. If the count is still short of the items you rented, your credit card will be charged. Your signing this contract signifies that you agree with our linen control process and agree that this process is the final determination that all rental items were returned. Your signing this contract consents authorization to charge your credit card in the event items are missing or damaged.

Requirements of Contract and Payment Policy

Lessee is responsible for making sure the facility allows outside linen services! **A 40% deposit is required to initiate your order – deposits are non-refundable after 7 business days.** This deposit will apply toward the remaining balance. At this point an approximate amount of chair covers and/or linens will be required. You have 5 days prior to your function date to give your final order amount. Any color changes must be made at least 1 month prior to the event date. **After deposit is received, none of the items on the contract can be removed. Counts can be revised according to guest count.** Your final payment is based on the final amounts given 5 days prior to the party. All payments must be paid in full before set up/pick up of the order. Chair Covers by Sylwia can refuse set up of items if full payment is not received in which this contract becomes null and void. If credit card information given on the front page is declined, canceled or wrong information given, lessee agrees to pay all court cost, legal fees or collection costs to retrieve payment of rented items. If the box is unchecked, Yes or No on adding additional items during setup and we should have to add additional items because of last minute changes or unforeseen situations, your signing this contract consents authorization to charge your credit card for the additional items.

Forms of Payment

Personal checks must be received at least 10 days prior to event date. Money order, certified check, cashier's check or cash are acceptable. Cash is not acceptable for final payment, credit card or check only. Credit Card payments are accepted at any time. (Visa, MasterCard, Discover, American Express). Lessee may also make payments to decrease the balance due. In the event checks do not clear lessee will be responsible for a \$30.00 returned check fee and Lessee(s) will be responsible for any and all legal fees, court costs and/or collection fees should payment be not resolved.

Event Cancellation

Orders canceled within 30 days of the event are charged 50% cancellation fee. Cancellations within 7 day of the event are non-refundable. The entire order must be paid for by the Lessee(s) in order to avoid collection fees. This covers the cost Chair Covers by Sylwia, Inc. incurs for turning away potential customers in order to secure the rental items for the lessee(s) event.

Pick Up Order Policy

Lessee(s) are more than welcome to pick up orders from Chair Covers by Sylwia. Lessee(s) can pick up all orders at Chair Covers by Sylwia warehouse Monday through Friday between 10:00am-5:00pm. It is vital that all items are returned the following Monday. Exceptions on return date can be made although need to be approved by office personnel. The client is responsible for returning rental items to Chair Covers by Sylwia by the end of the rental period. If not, you are agreeing to be charged a fee of \$50 for each day late. After three business days late, the client will be charged second week of usage to the card on file. In the event that the items are still not returned the Monday after second week of usage a full replacement cost will be charged to the Lessee(s) card regardless. There are no refunds on unused items or laundered items.

Other Provisions

Lessor(s) has the right to refuse service, void contract to Lessee(s) of rude or uncommonly manner or if he/she feels threatened or endangered in any way. Chair Covers by Sylwia, Inc. will fulfill their obligation of this contract unless specified in writing. We will supply clean, pressed and in good condition materials to the customers satisfaction. In the event Chair Covers by Sylwia, Inc. cannot set up chair covers or linens beyond its control, for such reasons as weather, accident, traffic, road closure or construction, acts of God, illness, etc., we will refund the customer 100% of his/her money paid.

Severability

Should any portion of this agreement be found to be invalid by a court of law, the invalidity of that portion of agreement shall not affect the validity of the remaining portion of the agreement, which shall remain in full force and effect.