

Bella Festa

RENTAL TERMS, CONDITIONS & PROVISIONS

January 1, 2018

GENERAL CUSTOMER RESPONSIBILITIES

Customers are responsible for the security of all items being rented. The Customer is responsible for any damage resulting from the use of tape, glue, adhesives, tacks, staples, nails, or using the rented item for any purpose other than their intended use. Use in any of the above stated ways will be considered a negligent act and is not covered by the maintenance fee, and may be subject to full replacement cost of the item.

Customers will be charged full replacement cost for any rental items that are not returned. All damaged rental items must be returned regardless of their condition.

Maintenance fee covers non-excessive accidental damage and non-excessive cleaning. In cases where damage and/or cleaning are viewed as excessive by Bella Festa additional charges will result (the cost of repair or full replacement cost) due immediately.

LINEN CARE

Customer shall use a plate, mirror, or similar impervious material under candles to catch dripping wax. Any wax on linens will be subject to an additional cleaning charge. Any coloring from wax that cannot be removed will be considered damaged and subject to a replacement charge. All linens shall be shaken out and placed in the linen bags provided; *do not use plastic bags.*

All damaged linens will be charged replacement cost plus rental.

CARE OF CHAIRS AND TABLES

Chairs and tables shall be used consistent with the use and weight limits as described by the manufacturer of the items rented. Please ask

Bella Festa for copies of use information if there are any questions.

All mud, drippings, or soil shall be wiped off of chairs and tables before pickup. Tables shall not be rolled on their edges. Chairs shall be evenly and uniformly placed in the racks provided before pickup (no higher than 40 chairs per rack).

All tables and chairs must be folded and neatly stacked in a protected, secure ground floor area accessible to our drivers.

SILVERWARE, GLASSWARE, AND CHINA CARE

All silverware, glassware, china, and other food service items shall be rinsed off clean; permanent damage will result if bleach or other chemicals are used. Trays and chafing pans shall be completely rinsed off clean and free of any food debris.

Rinsed china shall be placed in crates provided by Bella Festa at time of delivery or pickup. All china shall be sorted and placed with like kinds in crates such that crates will easily stack. Overloading of crates will expose Customer to damage and breakage of china due to unstable conditions and may incur additional fees.

Rinsed glassware shall be sorted and placed in crates (Cambros) as instructed by Bella Festa. Each crate or Cambro is sized for a particular glass type to minimize potential for breakage. Improperly sorting and placing glassware in crates will expose Customer to damage and breakage and may incur additional fees.

MAINTENANCE FEE

For security against damaged rental items Bella Festa can include a nonrefundable maintenance fee of 8% on all rental orders. This relieves the

renter of liability for accidental non-excessive damage to rented items and allows for the non-excessive cleaning, repair, and replacement of rentals. Under this agreement, non-excessive damage shall be limited to minor cosmetic damage to tables, chairs, and silverware that does not diminish the future rental of these items. Permanent cosmetic damage to linens, glassware, and china shall be considered excessive and the Customer may be subject to replacement fees. Damage or cleaning viewed as excessive by Bella Festa will result in additional charges (the cost of repair or the full replacement cost of rental items) due immediately at the time of pickup.

The maintenance fee does not cover theft, loss, vandalism, or negligent acts. **Please be sure rental items are safe and secure when not in use.** Equipment that is exposed to inclement weather is not covered by the maintenance fee, so be sure rentals are kept dry. All rented items must be returned by date due. Full replacement cost will be charged for all missing items.

RENTAL PERIOD

Rental rates are based on the Customer receiving the order one day prior to the event and returning no later than one day after the event (unless previously agreed upon date and time). Rental fees are payable in advance of the delivery date.

One day rental rates cover a maximum 72-hour period. For your convenience, a weekly rate is available for longer periods, and are available upon request. Weekly rates must be arranged prior to delivery unless other arrangements have been made. **Rental charges occur whether or not the equipment is used.** Late returns will result in additional charges.

RESERVATIONS/CANCELLATION CHARGE

When we reserve equipment for you, all items are held for your event, and are not available to others on that date. We require 50% of the proposal total in order to reserve your equipment, which is non-refundable. Subject to availability, you may make contract changes up to 10 days before the event date, so long as the order total does not fall below 50% of the initial proposal. The balance of the adjusted contract is due 10 days before the event, and is non-refundable. Special order items are 100% non-refundable.

DELIVERY, PICKUP, AND CUSTOMER RETURNS

Bella Festa offers delivery and pickup service. The proposal will outline delivery and pickup services, if any, agreed to under this contract. Rates are based on the size of the order and distance traveled. Our normal fees are based on curbside service. Setup is available with advance notice and charged per item or on an hourly basis (as stipulated in the proposal). **Equipment to be picked up must be folded, stacked, and packaged as received, and returned to the delivery location for pickup.** Used and soiled linens should be placed in the cloth linen bags as provided by Bella Festa and need not be folded. Please ensure that linens are not damp when placing in linen bags as they will acquire mold which may cause permanent damage.

Should you choose to not to use our delivery services and will be receiving and returning rental items at Bella Festa, please note the following:

1. The Customer is responsible for the loading and unloading of all rental items. While Bella Festa employees may assist you, there is no guarantee of their availability.
2. Please arrive with sufficient means for transporting your rental items in a safe and efficient manner.

3. Be sure to have people capable of lifting and loading.
4. Bella Festa employees are not liable for any damages to vehicles that may occur during the loading and unloading process.
5. Bella Festa is only open by appointment. Please schedule return no less than 24 hours in advance.

CLEANING

Please return all equipment clean, dry, and in the original containers they were received in. Items received in cardboard type boxes need to be washed and dried before being placed in this type of container. Linen need not be washed, however, any damp linens should be left out to dry before bagged. Under no circumstances are damp or wet linens to be placed in a plastic bag or other sealed container. Used and soiled linens should be placed in the cloth linen bags provided by Bella Festa and do not need be folded. "Specialty linens" require additional care; please consult your Bella Festa representative for specialized instructions. **No staples, tacks, glue, or adhesive is to be used in or on any table, chair, or linen.** Any tape applied and its residue must be safely removed from all rental equipment prior to return.

LIMITATION OF LIABILITY

Notwithstanding any other provision of this agreement, Customer agrees and covenants to limit the liability of Bella Festa and all of its employees, agents and officers to the Customer, arising from Bella Festa's negligent acts, errors or omissions, such that the total aggregate liability of Bella Festa to all those named shall not exceed the amount of the fee.

ADDITIONAL SERVICES

Bella Festa event planners are happy to help you plan your special event. Such services may be requested on a time and expense basis. Such services, if requested, will be charged

ranging from \$75.00 - \$95.00 / hour. Expenses shall be charged at the actual cost plus 10%.

All mileage incurred in conjunction with event coordination services will be billed at the current IRS rate.

Bella Festa shall perform such additional services, as expressly directed and authorized by the Customer.