

d'z rentals and décor

a division of Wilson Transfer Special Commodities Corp

1600 East Pierce McAlester OK 74501

918 329 9490 918 423 7078

Date _____

RENTAL AGREEMENT

This RENTAL AGREEMENT (the "Agreement") is between D'z Rentals and Décor, 1600 East Pierce, McAlester Oklahoma, ("D'z"), and _____ ("Client"). Client agrees to rent from D'Z the items described on the Item Description page (s).

CLIENT INFORMATION

PHONE _____ ALTERNATE CONTACT(S)/PHONES _____

Address _____ City, State, Zip _____

Date of event _____ Type of Event _____ Where? _____

Subject to the following terms and conditions, the parties agree as follows:

SUBJECT MATTER PERFORMANCE

Client shall pay D'Z for rentals and/or services, and D'Z shall rent and/or perform stated services.

Definitions

"Rental Items" means the items listed on the item description page.

"D'Z Location" means 1600 East Pierce, McAlester Oklahoma, 74501.

"Reserved Items" means items that Client has requested and paid a 25% deposit/down payment to reserve.

"Décor Services" means any setup, takedown, or décor services provided by D'z.

REPRESENTATION AND WARRANTY

Client understands this contract does not include, delivery, pickup or décor services unless written on this contract.

EQUIPMENT RESERVATION and PAYMENT REQUIREMENTS

In order to reserve equipment for a particular date the Client shall provide D'Z with a 25% deposit/down payment. Equipment will NOT be considered reserved until after the deposit/down payment is made. Client may pay the entire balance at any time, or make periodic payments, but the Client's account shall be paid in full at least ten days before the event. Client may pay by check, cash or credit card (3% fee for using credit cards) BUT any charges paid less than seven days before an event shall be paid for by cash or credit card. D'Z shall charge a \$25.00 returned check fee on any returned check. Client shall provide a valid credit card and may be asked to provide a copy of Driver's License to D'Z. This documentation must be on file before equipment leaves D'Z care, custody and control. D'Z may charge a security deposit equal to at least 10% of the rental fee (\$10.00 minimum) in case of damaged or missing items, cleaning or folding charges, additional rentals added that are not shown on this contract, or other charges owed after the event. When the Client's items are returned and checked either the full amount of the security deposit, a portion of the deposit, or none of the security deposit in case of problems with rental returns, shall be refunded to the credit card on file. If Client owes for damaged or missing items, cleaning or folding charges, or charges left unpaid and the security deposit is not sufficient to cover the cost, the credit card on file shall be used to pay the additional fees due. If rentals are not returned and/or returned damaged, D'Z shall charge Client's credit card for the amount due. D'Z shall charge Client's credit card for any other charges due in the completion of this contract or for other damages pursuant to this contract.

DESCRIPTION OF USE

This is a contract of RENTING only, and not of sale. The Client/YOU agree that you are renting the item(s) described upon the express condition that the item(s) will at all times remain the property of D'Z.

USE AND REFUNDS

Client shall not use the items for any illegal purposes or in a manner that is contrary to their intended use, or moral and social standards. D'Z shall not refund any monies for unused items. D'Z retains the sole discretion to substitute linens after Client leaves D'Z location with Rental Items. Client is presumed to have all the information and skills necessary for careful and normal use of the rented item; it is Client's responsibility to supplement knowledge if necessary. Similarly, Client states that he/she has the authorization, licenses and legal capacity to have or use the item. (Client will receive directions on how to use fountains, coffee pots, fondue pots, basic pipe and drape, etc if Client has rented them.)

CANCELLATION

ANY RESERVED ITEMS SHALL BE HELD FOR CLIENT ONLY AND D'Z SHALL NOT RENT THEM TO SOMEONE ELSE. ANY CANCELLATION OR DELETIONS TO CLIENT'S ORDER (EXCEPT FOR FINAL COUNTS BECAUSE OF RSVP'S ONCE A DEPOSIT HAS BEEN MADE), SHALL INCUR CANCELLATION OR CHANGE FEES. ANY MONEY RETURNED FROM A CANCELLATION OR DELETIONS TO CLIENT'S ORDER WILL BE ISSUED AS A COURTESY AND NOT A RIGHT OF CLIENT AND WILL BE ISSUED BASED ON THE REASON FOR THE CANCELLATION, HOW LONG D'Z HAS LOST THE RIGHT TO RENT THE ITEMS, HOW CLOSE TO YOUR EVENT THE CANCELLATION IS, AND HOW MUCH WORK D'Z HAS DONE ON CLIENT'S ORDER. FINAL RSVP COUNTS MUST BE GIVEN AT LEAST 14 DAYS BEFORE YOUR EVENT. ADDITIONAL RENTAL ITEMS MAY BE ACCOMMODATED ANYTIME IF THE ITEMS ARE AVAILABLE AT THE TIME OF THE REQUEST AND D'Z HAS ADEQUATE TIME TO PREPARE THE RENTALS. CLIENT HAS NO RIGHT TO ANY REFUNDS UNLESS D'Z HAS NOTED IT SPECIFICALLY ON THE CONTRACT.

GENERAL DAMAGE/LOSS

Client shall be liable for loss or damage to all rental items during the time items are under client’s care, custody and control. If Client returns any item in a damaged condition which cannot be described as the result of normal rental use, Client shall be responsible to pay for the cost of necessary repairs. In case of serious damage D’Z reserves the right to replace the damaged item at its discretion, at client’s sole expense. If D’Z elects to replace the damaged item, Client may take possession of the item.

SITE PREPARATION/SETUP/TAKEDOWN

If D’Z has been contracted to SETUP equipment for the event please be sure site is ready, (lawns mowed, furniture moved, vehicles moved, etc.) BEFORE the crew is scheduled to arrive. If the site is not ready or accessible when the crew arrives, Client may incur an additional fee and/or equipment may not be delivered. If Client has paid for TAKEDOWN, all floral arrangements, trash and decorations of any kind should be removed from tables, chairs and other rental equipment BEFORE scheduled pickup time. Additional charges shall incur if D’Z staff is forced to wait for event to conclude or equipment to be made ready for pickup.

DÉCOR FEES

If the Client and D’Z negotiate for décor services, the fees and services to be provided will be listed on the signature page. Client shall allow D’Z agents on the premises in any capacity regarding the performance of this contract.

HOW TO HANDLE RENTALS

Along with this contract, client will be given an information page detailing how rentals should be used and returned. Please familiarize yourself with these guidelines and make sure rentals are used and returned as noted. Client shall adhere to rental guidelines in the use of any items. Client shall not use items in a manner not suited to their purpose. Client shall follow and perform the instructions as written in the page attached to this contract entitled, “CLIENT INFORMATION ABOUT HANDLING RENTALS.”

TENT RENTAL

Tent rental does not include tent lighting or side walls. If client needs these items there are additional rental fees as well as setup fees. D’z fees include basic setup and takedown on our 20 x 20 tents. (If travel beyond fifteen miles is required for setup and takedown additional travel fees will apply in addition to the rental fee.) Client must insure that the area where tent will be installed is ready before D’z crew arrives for setup. Client will be asked about underground utilities, sprinklers, water lines, gas lines, etc. Client is responsible for knowing about any possible problems that could occur when D’z staff drives tent stakes 36” long into ground. Client assumes all responsibility for damage if D’z hits any line after Client has OK’d the spot the tent/s will be erected. D’z is not responsible for damage to any underground utilities, landscaping, lawn, wooden decks, asphalt, concrete etc. Client must ensure there is adequate clearance around the tent area to allow room for securing the tent/s. Client understands tents are temporary structures designed to provide limited protection from weather conditions. Client understands evacuation of tents is recommended during heavy rain or snow, high wind situations (more than 20 MPH, tornado watches or warnings, etc. It is best to evacuate when in doubt! It is client’s responsibility to be aware of changing weather conditions and to exercise caution. Damage may occur to tent/s during bad weather conditions. Client is responsible for damage or destruction of tent/s while under client’s care, custody and control. It is client’s responsibility to monitor weather conditions and give D’z adequate notice and time to get to site to take down tent/s or cancel the tent’s initial setup to prevent damage or destruction from happening in case of potential weather problems. CLIENT SHALL BE RESPONSIBLE FOR ALL DAMAGES TO TENT WHILE UNDER CLIENT’S CARE, CUSTODY AND CONTROL. (D’z crew WILL NOT TAKE DOWN OR SETUP tents during bad weather conditions.) All personal property must be removed from tent area before D’z crew arrives to takedown tent/s. Tent must be totally empty before the takedown can occur. Additional fees will apply if D’z crew has to remove items to facilitate takedown of tent/s.

ACTS OF GOD

In the unlikely event that D’Z staff is unable to prepare for or attend the event, due to illness, disease, accident, or injury, D’Z reserves the right to find substitute staff, companies, and/or subcontractors, to conduct the event. If D’Z is unable to conduct the event set forth in this Agreement, D’Z may terminate this Agreement and will refund all monies to you, and in lieu of any and all other damages of whatever kind and nature that might otherwise be available to you under applicable law.

DELIVERY AND PICKUP SERVICE BY D’Z

Delivery and/or Pickup service is not included in the rental price, but is available on most orders for an extra charge. Delivery and Pickup charges DO NOT INCLUDE SETUP OR TAKEDOWN. Fees are based on tailgate delivery per truck to the closest place the vehicle can get to the place Client wants rentals delivered. (Pickup will be at the same place unless agreed to in advance.) D’z will strive to accommodate your specific delivery time request; however, delays and changes in the schedule are sometimes unavoidable. You or owner of property grants D’Z the right to enter the property at the agreed upon delivery address for the delivery and subsequent pick up of rentals. Client shall be available to count and inspect all items upon delivery and pickup; otherwise, D’Z counts will be considered accurate. Unless Client has paid for takedown Client shall have rentals ready at the agreed upon pickup time. If D’Z has to takedown rentals and move them to pickup site or has to wait until rentals arrive there will be additional charges assessed.

CLIENT PICK UP AND RETURN

CLIENT SHALL LOAD AND UNLOAD ALL RENTAL ITEMS. (D’Z pricing does not include assistance in loading or unloading.) Loading is hard work so please bring adequate help. Client shall not pick up and transport rentals in an open vehicle, which includes flat-bed trailers and pickups, unless D’Z has agreed in advance items can be transported in an open vehicle. Even if D’Z agrees Client may transport rentals in an open vehicle Client remains responsible for rentals returned wet, damaged or scuffed. Any order picked up on a flatbed requires tarping of the rental items. Please make sure you have tarps ready if picking up on a flatbed and make sure D’Z has agreed you can pick up on a flatbed. Please bring blankets, quilts and tie downs. D’Z has a limited supply of blankets available for rental at \$1.00 each but does not have tie downs available for rental. Client MUST have blankets or quilts underneath chairs and backdrops! In the event items are not returned on time Client shall be liable to D’Z for additional daily rental costs until items are returned. For every day rental items are not returned, D’Z may charge Client the full rental fee for each day the items are not returned. In the event the items are not returned within 3 days of the return date as shown on the contract, D’Z may charge Client for the replacement cost of each item. You WILL need help to unload if you have heavy or bulky items. Please bring adequate help to unload! If Client arrives and requires assistance in unloading D’Z will need to charge for that service. Cost will be dependent on how much help is needed and how much needs to be unloaded.

CLIENT SHALL PICK UP RENTALS? YES / NO

CLIENT SHALL RETURN RENTALS? YES / NO

DAY OF PICKUP SHALL BE _____ AT _____ TIME.

DAY OF RETURN SHALL BE _____ BEFORE 4 PM.

RULES FOR “CLIENT PICK UP AND RETURN” APPLY – SEE ABOVE FOR DETAILS

D’Z SHALL DELIVER RENTALS? YES / NO

D’Z SHALL PICKUP RENTALS? YES / NO

REQUESTED DAY OF DELIVERY IS _____ AT APPROXIMATELY _____ TIME.

REQUESTED DAY OF PICKUP IS _____ AT APPROXIMATELY _____ TIME.

PLACE OF DELIVERY AND PICKUP SHALL BE _____.

COST FOR DELIVERY SHALL BE \$ _____. COST FOR PICKUP SHALL BE \$ _____.

RULES FOR “DELIVERY AND PICKUP SERVICE BY D’Z” APPLY – SEE ABOVE FOR DETAILS

SEVERABILITY - RENEGOTIATION

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, both parties shall negotiate in good faith to modify this Agreement to effect the original intent of both parties as closely as possible.

Rental Fee	\$	See Item Description Page
Sales Tax on Rentals	\$	
Delivery Fees / Pickup Fees	\$	
Décor/Setup/Takedown	\$	
Cleaning/Security Deposits	\$	
Credit Card Fee (3%)	\$	Refundable after event . . .
TOTAL DUE	\$	

DÉCOR/SETUP/TAKEDOWN SERVICES TO BE PROVIDED ARE:

SUMMARY / RELEASE OF LIABILITY

RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF PICKUP BY CLIENT OR DELIVERY BY D'Z RENTALS AND DÉCOR, TO THE TIME OF PICKUP BY D'Z RENTALS AND DÉCOR OR RETURN BY CLIENT. Please be sure all equipment is secured when not in use and protected from weather. D'Z RENTALS AND DÉCOR, its employees, agents and contractors is/are not responsible for any injury or damage occurring to you or to any other persons real or personal property using D'z equipment, and you further agree to hold D'z, its employees, agents and contractors free and harmless against any injury or claims. Client agrees to indemnify D'z, its employees, agents and contractors from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of D'z equipment, should legal action become necessary. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges will be the CLIENT'S responsibility. Be sure all equipment is returned according to these TERMS AND CONDITIONS. CLIENT is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

If I choose to pay any or all of my bill by credit card, I state the card provided is either mine or the owner of the card has knowledge of and has agreed that the card can be used to pay fees due D'z Rentals and Decor. I state the credit card on file can be charged for my rentals, decor and delivery fees, security deposit, additional monies due because of additional rentals ordered after original pickup, or additional money owed to D'z for any other reason.

_____ Date _____
D'z Rentals and Decor

_____ Date _____
Client

CREDIT CARD INFORMATION

CARD NUMBER: _____ EXP _____ CVC _____ ZIP CODE _____
Name of Card _____

PAYMENTS _____

CLIENT INFORMATION ABOUT HANDLING RENTALS

A GOOD RULE OF THUMB FOR RENTALS - TREAT THEM LIKE YOU WOULD WANT SOMEONE TO TREAT YOUR THINGS, AND RETURN THEM THE SAME WAY YOU RECEIVED THEM. Any rental items not listed below would definitely fall into this category. Also remember, "If it didn't have wax on it when you received it, it shouldn't have wax when you return it!" Also, all crates, tubs, boxes, etc we use to pack your items in must be returned or we will charge for their replacement.

- 1. Linens - RETURN LINENS IN BLACK OR WHITE LINEN BAGS PROVIDED BY D'Z FOR THEIR RETURN - DO NOT RETURN DIRTY LINENS IN THE TUB/S YOU RECEIVED THEM IN AND DO NOT RETURN LINENS IN PLASTIC BAGS. RETURN ALL LINENS DRY AND FREE OF WASTE.** Any linens returned with mildew, burns or tears will require you to pay the replacement cost of the linen or fabrics. Excessive dirt, grass, food coloring stains, etc. will require extra cleaning and additional charges will apply. Excessive dirt, grass, food coloring stains etc. that cannot be removed will require you to pay the replacement cost of the linen. **Candle wax is difficult to remove. Linens returned with ANY candle wax will require extra cleaning and additional charges will apply. If the wax cannot be removed you will be charged the replacement cost of the tablecloth or fabric. We do not attempt to clean tablecloths with excessive wax, you will be charged for them. We do not attempt to get wax out of overlays or sashes. You will need to pay for them.**
- 2. Sashes, Overlays, Draping Fabrics, Backdrop Fabrics and all Burlap – Return Overlays, Draping Fabrics, Backdrop Fabrics and all Burlap folded and in the same tubs that you received them in. Sashes can be returned in linen bags or tubs unfolded.** Draping and Backdrop Fabric should not be used as a table overlay or tablecloth. **If you use these fabrics as an overlay or tablecloth there will be additional charges assessed for cleaning and if we can't get the fabric clean you will be required to pay for the fabric.**
- 3. Tables** - Tables will be reasonably clean when you pick them up. You need to return them reasonably clean. If we need to clean food or drink stains off them you will be charged a cleaning fee.
- 4. Chairs** - All chairs will be clean when you receive them. You may be charged a refundable cleaning fee. When chairs are returned and you have been charged a refundable cleaning fee all / a portion / or none of the fee will be returned dependent on the condition of the chairs at return. If you have not been charged a cleaning fee please be aware you could owe for cleaning charges if chairs are returned in an excessively dirty condition. (Dirt and mud from not tarping, people stepping on them leaving footprints, vomit, lipstick, excessive dried food, dried grass from rain, ink, crayon marks, burn holes, crepe paper stains, magic marker, wax, etc.) Note: We always expect about 10% of the chairs dirty. More than that could be a problem.
- 5. Champagne fountain** - You do not have to clean the champagne fountain but we do ask you to run water and baking soda thru it when you're finished for 5 or 10 minutes. We will furnish the baking soda.
- 6. Centerpiece Glassware, Beverage Urns, Punch Bowls, Mirrors, Chafing Dishes** – We keep our pricing low by not cleaning centerpiece glassware and mirrors. Your rentals will be free of wax but may require cleaning with windex. If you want D'z to clean your centerpiece glassware or mirrors for you there will be a \$1.00 per vase or mirror charge for that service. All beverage urns, punch bowls and chafing dishes will be ready to use. If you do not bring them back ready to use there will be a cleaning fee assessed.
- 7. Ceremony Backdrops** - Backdrops will be checked, painted, and ready for use. PLEASE make sure backdrops are not damaged, scuffed, etc. by you if you elect to pick and return. You are responsible for keeping backdrops in good shape during your care, custody and control. Any backdrops returned that require painting or minor repairs to return them to inventory may incur a \$25.00 clean/repair fee. Occasionally repairs may require additional time and supplies for repair. You are responsible for supplies and labor to repair damaged backdrops. (There are some backdrops that are delivery only.)
- 8. Pipe and Drape** - Please use craft wire to attach any draping fabric to pipe and drape poles. If you use zip ties, safety pins, fishing line, etc you may put holes in these fabrics and you will be responsible for replacement if that happens. Also, please do not use tape on pipe and drape poles. Tape leaves residue that must be cleaned. Remember, craft wire works great to attach things to the poles themselves and fishing line, ribbon, twine, etc works great if you are hanging something from the poles.
- 9. Tents** – No crepe paper can be used in tents. (If the crepe paper gets wet the color comes off and the color cannot be removed.) - No tape or glue can be used on the tent poles or tent fabric. Craft wire works great to attach things. Tape leaves a sticky residue that will have to be cleaned. If we have to clean tent poles or tent fabric for you there will be a \$2.50 per pole charge and a \$25.00 per hour charge to clean tent fabrics. There can be no cooking under the tent.
- 10. Candle Screens** - You must reattach the cup holders to the screen. If you return them unattached please be aware there will most likely be damage to the screen which you will be responsible for.
- 11. Silverware, Dishes, Iced Tea Stems, etc.** - Silverware, dishes, iced tea stems, etc. will be ready for you to use. You must rinse these, make sure they are food free, and repack them in the same containers you received them in.

d'z rentals and décor 1600 East Pierce McAlester OK 74501

Customer Pickup or Return Information

D'z offers a delivery and pickup service for customers. If you are interested in this service please let us provide a quote for you. If you choose to pick up or return your items at D'z facility that is also an option for you; however, there are some things you need to know concerning customer pickup and return.

If you have several items you are picking up please coordinate with D'z concerning a pickup time. During our busy season several people will be picking up the same day. D'z reserves time slots for customers so everyone won't arrive at the same time. This will also ensure your rentals don't get mixed up with someone else's.

Make sure you bring a vehicle that will hold the items you are picking up. Your vehicle may need to be de-cluttered.

Please make sure your vehicle is clean before picking up. Some customers bring a stock trailer or flatbed trailer to pick their items up. That is fine but the trailer needs to be free of dirt and debris before you arrive. This means you may need to sweep the vehicle, then put down cardboard, old quilts or blankets, etc. on the floor of your vehicle. If D'z supplies cardboard or blankets/quilts we have to charge for them.

Please bring what is necessary to secure your items. This means you may need rope or straps. You also may need quilts/blankets if you need to separate items to keep them from rubbing against other items. If D'z needs to provide strapping or blankets/quilts we do have to charge for it.

Make sure you bring adequate help. Loading and unloading tables, chairs and backdrops is hard work and you will need several people if you are loading or unloading those items. D'z does not provide help during loading or unloading, so if you choose to pick up or return your rentals you will need to be prepared to load and secure the items you rent and unload the items off your vehicle once you return them. If you require assistance in loading or unloading, or want D'z to load or unload your vehicle for you, please call and obtain a quote for that service so D'z can have the people available to assist in loading or unloading. Our quote for assistance in loading or unloading, or totally loading and unloading the vehicle for you is based on the kind of items you are renting and the time we anticipate it will take us to do the job.

Although we allow most rentals to be picked up in an open vehicle some rentals will be damaged by rain or weather and require an enclosed trailer for pickup. Any wood items (wood tables, wood table tops, wood arbors) and any other items that could be damaged by rain or weather will have to be picked up in an enclosed vehicle even if weather reports state no rainy weather is forecast. Also, your chairs will need to be covered especially in rainy weather. At times we have had chairs returned covered in mud from being splashed during return. If that happens please expect to have to pay additional charges. (You can eliminate this by tarping chairs.)

***Donna Wilson
D'z Rentals and Décor***