

**Terms and Conditions of Rental
Belldeco Event Rentals LLC
Bellingham, WA**

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1. Definitions

1.1. "The Customer" means organization or person who purchases goods and services from the company.

1.2. "The Company" means Belldeco Event Rentals LLC.

1.3. The "Goods" are any items supplied by contract between the customer and Belldeco Event Rentals LLC, regardless of ownership.

1.4. The "Contract" is any written or verbal agreement between Belldeco Event Rentals LLC and the customer.

2. General

2.1. These terms and conditions shall apply to all contracts for the supply of goods or services by the company to the customer.

2.2. All goods remain the property of the company.

2.3. The company reserves the right to substitute any items as a result of circumstances beyond its control.

2.4. All goods, once signed for become the responsibility of the customer.

2.5. Goods shall be delivered in good working order. Unless notice is received to the contrary as soon as reasonably possible and in any event no later than 6 hours after delivery, goods shall be deemed to be in good working order.

2.6. No substitute items shall be accepted by the company.

3. Delivery & Pick-up

3.1. Goods will be delivered to a designated location and unloaded from the company's delivery truck.

3.2. Delivery drivers are not responsible for set-up or takedown of any goods, or carrying goods more than 50 feet from the company's delivery truck.

3.3. All goods will be delivered to a mutually agreed upon ground floor location, or a safe and dry outside location, which is easily accessible to the company's delivery trucks.

3.4. The company will not deliver goods up any stairs or via use of elevators.

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4. Price & Payment

4.1. A quote shall be submitted by the company to the customer along with these terms and conditions.

4.2. Acceptance of this quote either verbally or in writing becomes subject to a cancellation fee of the customer's full deposit if the goods are cancelled less than 30 days prior to the agreed upon delivery date or 100% of the total value of the goods if cancelled less than 14 days prior to the delivery date.

4.3. Payment in part or in full of any quote to supply goods and or services herein referred to shall be deemed as acceptance of these Term & Conditions.

4.4. All prices are based on 24 hour rental period. Longer periods shall be extra as indicated at the time of order.

4.5. When placing an order a deposit of 50% will be taken to reserve the goods, with the balance to be paid in full a minimum of 14 days prior to delivery date, unless otherwise arranged.

4.6. **Account holders only.** The company shall be entitled to charge interest on overdue invoices from the day the invoice becomes due to the date it is paid in full at a rate of 2% per annum above the U.S. Prime Rate. In the event the customer's procedures require that an invoice be submitted against a purchase order to payment, the customer shall be responsible for issuing such purchase order before goods are delivered.

4.7. The company accepts payment by credit card, debit card, cash or preapproved checks.

4.8 A valid credit card is required to be presented by the customer to the company before the goods are delivered in order to pay for any repair or replacement of goods that are lost, stolen or damaged beyond reasonable repair while the goods are the responsibility of the customer.

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5. Your responsibilities

5.1. Customers shall make all reasonable efforts to ensure the goods are not damaged or misused during the hire period.

5.2. The customer shall not attempt to sell or otherwise dispose of the goods.

5.3. The customer shall pay the company for any repair or replacement of goods that are lost, stolen or damaged beyond reasonable repair while the goods are the responsibility of the customer. The cost of replacement will be determined by the company and will be charged to the customer's credit card that was established in section 4.8 of this agreement.

5.4. The customer shall, at their own expense, ensure that all goods have been cleaned and are returned to the agreed upon pick-up location in the same sanitary manner in which they were signed for at delivery. Goods not returned clean or in the same sanitary manner in which they were signed for at the time of delivery will incur a \$5.00 cleaning fee per item. This charge will be charged to the customer's credit card that was established in section 4.8 of this agreement.

5.5. The customer shall place the goods in the agreed upon pick-up location at the agreed upon time for the company to retrieve. Failure to place the goods in the agreed upon location at the agreed upon time will incur a \$150.00 fee, which will be charged to the customer's credit card that was established in section 4.8 of this agreement.

6. Liability & Indemnity

6.1. To the fullest extent, the company shall not be liable for any losses the customer may incur arising out of or in connection with the hire of goods.

6.2. The customer agrees to indemnify the company at all times in respect of claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the goods.

7. Termination of Hire

7.1. The company reserves the right to terminate the contract immediately and repossess the goods at any time where the customer is in breach of these Terms & Conditions.

7.2. Where provision of clause 7.1 applies you the customer authorize the company to enter any property where the good are being used in order to repossess such goods.

8. Notes

8.1. Please note these terms and conditions do not affect the customer's statutory rights as a consumer.