

Chicago Chair Rental hereby enters into an agreement with _____ (Lessee), residing at (Lessee

Address) _____ to rent the property described on The Rental Invoice (Form TRI).

Subject to all terms / conditions of the contract the Lessee in consideration thereof, acknowledges and agrees as follows:

1. **Warranties.** There are no warranties of merchantability or fitness, either express or implied: There is no warranty that the rental items are free of any defects. Some minor defects may be on some items that are not readily apparent. These defects do not constitute a breach on our part.
2. **Prohibited Uses.** Use of rental items in the following circumstances is prohibited and constitutes a breach of contract. (a) Improper, and unintended use or misuse (b) used by anyone other than the Lessee (c) used on any other date or time or other location other than the event location furnished by the Lessee. Wooden rental items can not be used to hold weight more than two hundred fifty pounds as structural integrity can not be assured . We do not authorize the use of the rental in these cases. We may be able to supply an aluminum or steel chair as a substitution. Ask a company representative for more details.
3. **Damaged /Missing/Lost Items.** The Lessee agrees to pay for any damage to, loss of, or any theft (disappearance) made on the rental items. Regardless of cause or fault. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items. Items damaged beyond repair will be paid for at its full replacement cost. (Ten times the rental amount). The Lessee authorizes for the credit card provided by the Lessee to be used for any damaged/missing rental items. You have the right to inspect any/all damaged or missing items within two weeks of the charge levied against you. Damaged items may be viewed, but any shipping involved in the inspection must be paid for by you if you can not review the damage at our facility.
4. **Insurance.** We do not insure rental items for you. This must be done at your own expense if necessary.
5. **Cancellations.** All funds paid are non-refundable without exception. Refunds cannot be made in any amount on rental furniture, at any time, for any reason.
6. **Deposit.** If the remainder of the contracted price is not received two calendar weeks before the event date, the items may not be delivered to you for the event. Discretion will be made by Elegant Presentations, Inc if the balance is not paid within two weeks of the event as we will seek a remedy of finding a different renter of the items you have rented. A credit card (Visa, MC, or American Express) must be given as part of your security deposit regardless of method of payment used to secure your rental items for the event.
7. **Rental Items Responsibility.** You facility and ultimately you will be responsible for the items that are left at the even location in a suitable secure location. A locked and secure location should be used to hold the items rented for your event. You will need to ensure that a responsible person protects the items rented, as you are ultimately responsible for them. Your facility is not responsible for replacing lost/stolen items, you as the lessee are.
8. **Collection Costs.** The lessee will be wholly responsible for all costs associated with collection and litigation, including but not limited to, NSF check fees, reasonable attorney fees and costs of litigation to enforce the terms of this contract if the Lessee breaches the contract in any way. There will be a forty dollar returned check fee assessed if a check is returned unpaid
9. **Rights.** We reserve the right to cancel any contract, at any time, for any reason due to the nature of the rental product. Acts beyond our control (thus disabling us from honoring this contract) also reserves us the right to cancel your event in any case at any time. Monies paid by you to us will be returned to you in this case.
10. **Enforcement.** The Law of the State of Illinois applies when interpreting and enforcing this contract. The parties agree that the Kane County, Illinois Circuit Court is the only jurisdiction that litigation may be brought to enforce any provisions of this contract.
11. **Facsimile.** This is done for the lessee's convenience. A facsimile copy with a signature is a valid legal binding consent. The lessee agrees that if a facsimiled-signed contract is sent to us, that it is a legal binding representation of their consent to enter into this contract. You must also mail the original to us as well.
12. **Breach.** If any part of this contact is breached in any way, you are authorizing your consent to apply any charges to your credit card by signing this agreement. No precautionary alerts will be given to you and you will not be able to refute the credit card charge if such actions placed you in Breach of this said contract.
13. **Finalization of order.** You may drop your counts by no more than ten percent of the total item count. This change can be made at any time after the deposit has been received (thus confirming your order) up until 14 calendar days prior to the event when the remainder of the balance is due. Please review all invoices carefully as this confirms the items being rented. You are responsible for the accuracy of the invoice details.
14. **Logistics Fees.** Chair rental fees do not include delivery, setup, or takedown. If you require delivery, we charge a fee based on the day, time of day, and delivery window. This fee is not determined until the week of your event as your facility dictates this by determining the room availability for us to deliver/setup. Maximum fees for non-standard delivery and setup are as follows: Delivery/pickup fee: based on specific location. Room delivery (non-dock) \$0.50 per chair. Room pickup (non-dock) \$0.50 per chair. (dock delivery pricing will only be honored if a true dock level delivery point exists at your host facility) Non-Weekday delivery/pickup requires a quote but can incur a charge of up to an additional \$0.50 per trip. Non-ground floor delivery (elevator provided) \$0.50 per chair. Non-ground floor delivery (NO elevator provided, stairs only) \$1.00 per chair. Less than a 4 hour delivery or setup window \$0.50 per chair. Saturday afternoon delivery or setup window (begin time after 12:00PM) \$0.50 per chair, Late Saturday afternoon delivery or setup window (begin time after 2:00PM) \$1 per chair, Early Saturday evening delivery or setup window (begin time after 4:00PM) \$2. per chair. There are no exceptions to these fees. Talk with your facility on room availability before you sign this contract and commit to your order. It would be impossible to operate in this market if all clients required late delivery and setups. Maximum fees that can be assigned to you is 30% of your total order or five hundred dollars, whichever is greater. We must charge these fees to ensure we have the logistical tools available to commit to every contracted event.
15. **Self-Installations.** If you elect to forgo using us to setup your items, you are responsible for ensuring that all items are re-packaged for pickup in the exact same fashion as the items were delivered. Chairs stacked, pads bagged. Failure to do so will automatically authorize us to charge you the proper setup and delivery fees. (See above)
16. **Cleaning/Replacement Fee.** A cleaning fee of \$0.75 will be assessed per item if your host facility stacks any rental chairs while the pads are still attached to the seat. If the pad cover is braised, a replacement fee of \$4.95 will be assessed per each as it no longer will be able to be used. This occurs when facilities (post-event) stack the chairs with the pads still attached to the seat. Please be sure to let your facility know that they are not allowed to do this on your behalf. If they need the chairs out of the room/area, than you must contract with us to pickup the chairs immediately following your event (fee applies).

Lessee Signature (Please Sign)

Date

Your signature above signifies agreement to the terms and conditions found on this contract.

Form CCRVer6