

## RENTAL AGREEMENT

### TERMS AND CONDITIONS

#### 1. Parties & Definitions

This is a legal and binding contract for the purpose of a short-term rental of Products between the signer of this document (hereinafter referred to as "Renter"), and Shenanigans of Wisconsin LLC, DBA Celebrations on the River, (hereinafter referred to as "Celebrations"). "Products" are defined as all items specified in the "Products Rented" section of Renter's Order Form.

#### 2. Ownership

1. CELEBRATIONS maintains full ownership of all rented Products.

#### 3. Pickups and Returns

2. **Pickups.** Renter may pick up Products at Celebrations on the "Scheduled Start Date and Time", during open business hours.
3. **Return Date.** Products must be returned to Celebrations by the "Return Date and Time" shown on Renter's Order Form, during open business hours. If the "Return Date and Time" is a federal holiday, Renter may return rentals to Celebrations the next business day.
4. **Return Packaging.** Renter agrees to return CELEBRATIONS Products in the same or comparable packaging in which it was received, which is necessary to ensure Products are not damaged while in transit.
5. **Delivery.** Products may be delivered for an additional fee of \$4 per mile, up to 125 miles, with a minimum delivery fee of \$50.

#### 4. Late Returns

6. **Late Fees.** Failure to return any rented Product by the "Return Date and Time" will result in a Late Rental Fee charged to Renter's credit/debit card. If Products are not returned more than three (3) days after the Return Date, Renter will be charged for the Replacement Cost of the unreturned Products. *See "Lost, Stolen, Damaged, or Unreturned Products" for more details.*

#### 5. Lost, Stolen, Damaged, or Unreturned Products

7. **Returning Products.** Renter agrees to return Celebrations' property in the same condition as when it was received. Renter agrees to full financial responsibility should the rental Products and/or any of the components, parts, or supplies be unreturned, stolen, lost, damaged, destroyed by fire or any other means, or altered in any way, other than normal wear and tear. Normal wear and tear include minor scratches, minor stains, or other similar minor damage.
8. **Unreturned Products.** If Products are not returned, Renter shall be responsible for the replacement cost of the unreturned Products. The replacement cost is shown on each product page. Renter authorizes CELEBRATIONS to charge the cost of any repairs or replacement fees to Renter's credit/debit card.
9. **Lost or Damaged Products.** Missing or damaged items will be billed at replacement cost. Items not returned within three (3) days after the Scheduled Return Date and Time will be considered lost and will be billed at replacement cost.

10. **Wax Candles.** If you rent and/or use candlesticks, votives, or hurricanes, and use your wax candles, you are required to return the items wax-free. If vessels are returned with dried wax, client will be charged a \$100 cleaning fee per item.

#### **6. Defective or Missing Items**

11. CELEBRATIONS will test all Products before they are shipped to ensure all items are in proper working order. Renter must notify CELEBRATIONS of any problems with rented Products by phone or email immediately. This includes missing Products, defective Products, damaged Products, or any other issues.

#### **7. Payments, Refunds, and Cancellations**

12. **Payments.** Unless otherwise agreed upon in writing, payment in full is due at the time of reservation. Renter's digital signature indicates Renter's authorization to charge credit/debit card for the amount displayed on the Order Form.
13. **Cancellations & Refunds.** Renter may change or cancel prior to the pickup date and be eligible for a 50% refund of the original total.

#### **8. Renter's Use of Rental Products**

14. **Rental Items As-Is.** The items that you are renting are rented as is. They are used items, and not brand new. Many items are vintage and may show wear and tear. You understand that by renting these items, you may be receiving imperfect items. Celebrations will make best efforts to make items presentable and acceptable to client.
15. **Proper Use.** Renter agrees to use all rental Products in a careful and proper manner, and in compliance with any and all applicable regulations and laws. Renter further agrees to use all Products as prescribed in CELEBRATIONS instructions, as shown on the CELEBRATIONS website. Renter hereby acknowledges that she/he has received and understands the necessary instruction on the proper set-up and usage of rented Products and understands the conditions that cause failure or damage. The proper set-up and usage of rented Products includes, but is not limited to, the following terms and conditions: 1) Products may not be exposed to rain, water, or moisture; 2) If mounting Product overhead, always secure it to a fastening device using a safety cable; and 3) Products may not be operated in temperatures higher than 10 degrees Fahrenheit. By virtue of accepting this Agreement, Renter hereby waives any claim of ignorance on the proper set-up and usage of rented Products.

#### **9. Renter's Responsibility for Rental Products**

16. Renter assumes full responsibility for the care of the rented Product(s) from the time they are delivered or picked up, until the time they are returned. CELEBRATIONS does not bear liability for Products left unattended.

#### **10. Warranties, Representations, and Indemnification**

17. Renter hereby acknowledges that the rental Products are of a size, design and quantity selected by Renter and that CELEBRATIONS has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the rental Product for Renter's specific uses or applications.
18. CELEBRATIONS will not be liable to Renter for any loss or damage caused directly or indirectly by the rental Products and rental service, by any inadequacy thereof, or defects therein. Renter will indemnify

19. CELEBRATIONS and hold harmless against any claim, action, damages, and liability, including attorney's fees, arising out of or connected with Renter's use of the rental Products or Renter's use of CELEBRATIONS rental service.

**11. Governing Law**

20. This Agreement is governed by the laws of the State of Wisconsin. In the event of any dispute concerning this Agreement or the products rented hereunder, including any breach of this Agreement, suit may be brought only in a court of competent jurisdiction in the State of Wisconsin.

**12. Entire Agreement**

21. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

I have read the Terms & Conditions and agree to all items and provisions contained therein.