



Studio 1524 Salon Rental Agreement

Date			
Event Name			
Customer Name			
Customer Addresses	City:	State:	Zip:
Customer Telephone			
Event Date			
Event Location			
Event Contact Location			Telephone#:
Delivery Date			
Delivery Time			
Return Date			

This Rental Agreement ("Agreement") is made as of the date shown above by delectables catering & company, the parent company of Studio1524 Salon, ("Owner") and Customer, and they agree as follows:

Rental: Customer rents the Items from Owner from the Delivery Date to the Return Date described above. Customer shall inspect the Items upon receipt and shall immediately notify Owner before the Event of any missing or damaged Items. Absent such advance notice all the Items shall be deemed received by Customer in good working order, and there will be no refunds given. The Items are being rented to Customer in their AS-IS condition, and Owner makes no representations or warranties regarding the Items as to their merchantability or their fitness for any particular use or purpose, including Customer's intended use.

Order placement/Payment: To place any order a credit card number is required to secure the order for the event date. For the rental of the Items, Customer shall pay the Rental Fee described above in full before the Delivery Date, with a 50% deposit payable upon signing this Agreement. The rental period and Customer's responsibility for the Items begins when Customer picks up the Items from Owner or Owner delivers the Items to Customer and continues until the Items are returned to or pickup up by Owner. The Rental Fee shall be increased based on the daily rental rate of the Items to the extent Items are added, the Event is delayed or extended, and/or the Return Date is extended. Any Rental Fee increases shall be payable in full immediately upon request by Owner. Any unpaid amounts due shall incur a late charge of 1.5% per month from the date due until the date paid. Customer authorizes Owner to submit for payment all unpaid amounts due on any credit card or debit card used to pay any part of the Rental Fee.

Event Cancellation: If Customer notifies Owner of the Event's cancellation at least 10 days before the Event Date described above then Owner shall 50% refund Customer's Deposit; all other cancellations will result in the loss of the entire Deposit as Owner's liquidated damages because it would be impractical or extremely difficult to fix Owner's actual damages resulting from that late cancellation and the Deposit amount shall be presumed to be the amount of damage Owner will sustain as a result of that late cancellation.

Delivery and Pick Up: Delivery / Pickup Service - Delivery service is available on **certain** orders. All fees are based on tailgate delivery and charged by geographic location. Additional delivery charges will occur for 2nd floor or higher delivery locations, excessive distance for loading and unloading trucks, specific delivery and pick up times, and after hour delivery and pickup. Delivery fees quoted may change after site inspection. The customer should be available to count all items upon delivery and pickup, otherwise the counts will be considered accurate. Orders are typically delivered 1 days in advance of your event or day of event. Pickups occur 1-2 days following your event. Responsibility for equipment remains with the customer from the time of delivery to the time of pickup. Please be sure all equipment in secured when not in use and protected from the weather.

Cleanup / Preparation for Pickup All floral arrangements, trash and decorations of any kind should be removed from the equipment before scheduled pickup time. All tables and chairs should be stacked as delivered. All dishes, glassware and cooking equipment should be returned to proper rack or container and assembled at a single location for pickup. Dishes, glasses and flatware must be well rinsed and food and particle free. Linens should also be food and particle free and be shaken out and put into laundry bags provided. Linens that are returned with burns, holes, tears, with candle wax, or are permanently stained, will be billed at replacement three times the cost. The customer is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court cost or any expense involved in the collection of rental charges will be the customer's responsibility.

Damage: If an item (s) are damaged the Customer is responsible for replacement of item (s) at full cost.

The Rental Fee includes delivery and pick up of the Items by Owner unless Customer and Owner agree that Customer will pick up the Items from Owner and return them to Owner. If Customer picks up and returns the Items, then Owner will not load and unload any vehicle not owned by Owner, loading, unloading and securing the Items to a vehicle is solely Customer's responsibility, and Owner shall not be liable for any accidents or any damage to any vehicle or Item due to Customer's loading and unloading activities. Delivery and pick up by Owner that requires transporting Items up and down stairs or more than 20 feet will result in additional charges. Last minute delivery and pick up requested by Customer will result in additional charges if Owner is able to accommodate Customer's request. All Items must be re-stacked and made ready for pick up by Customer in the same manner as delivered by Owner. Setup and tear-down of the Items by Owner for an additional charge is available upon Customer's advance request. Owner reserves the right to refuse to deliver and/or install Items if there are unsafe conditions (including in climate weather). Owner may use any means necessary to secure the Items to the ground for the safety of Customer and the Items, and Owner shall not be liable for any damage caused thereby including without limitation any damage to flooring, landscaping, hardscaping, underground utilities and irrigation systems. Owner is not responsible for Customer's poor floor planning or Customer's improperly measured areas for placement of canopies, stages, dance floors, etc. A minimum of 2 feet on each side is also necessary for set up. Customer shall pay additional charges if Owner is required to adapt to these issues. Many Items such as furniture require level surfaces without any obstructions. Customer shall cause the set-up area to be clean and ready to receive the Items, and shall pay additional charges including Owner's labor charges for any delays caused by Customer.

Possession and Ownership: Customer's right to possession of the Items begins on Customer's receipt of the Items and ends on the Return Date. Any extension of that period must be agreed upon in writing. Customer assumes the entire risk of loss of the Items once they are delivered to Customer, regardless of cause. Ownership of the Items at all times remains with Owner. Customer authorizes Owner to retake the rental items without further notice or further legal process and agrees that Owner will not be held liable or any claims, damage, or trespassing arising out of the removal of the Items.

Use and Return: Customer shall use all Items in a reasonable manner and shall cause all of Customer's employees, agents and guests to do the same. If any Items are lost, stolen, altered, broken or damaged before they are returned to Owner, regardless of cause and regardless of fault, then Customer shall pay Owner all replacement and repair costs, including all related labor costs. This means for example that Customer shall pay for Items damaged due to improper stacking, loading, dragging, rolling, pushing, or other misuse. Damage to linens includes without limitation tears, holes, burns, ink or other stains not caused by food or drinks. Customer shall not replace any Items or attempt to repair or disassemble any Items. Customer shall return all food Items rinsed free of food. Customer shall pay an additional rental charge of \$0.35 per Item of dirty food plates, bowls, dishes, platters, cups, glassware, flatware, and utensils. Customer shall return all chinaware, stoneware and flatware repacked in the containers they were in when they were delivered to Customer.

Customer's Indemnity of Owner: Subject to applicable law, Customer shall indemnify, defend, protect and hold harmless Owner and Owner's members, shareholders, managers, directors, officers, employees, contractors, agents and insurers from and against all actual and alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, attorney's fees and costs, and other expenses (collectively "Losses") incurred by any of the indemnified parties as a result of the use or misuse of the Items by Customer or Customer's employees, agents and guests, and the delivery, loading, unloading, erection, installation, dismantling of the Items; provided that this indemnity shall not apply to the extent the Losses are determined by a court of competent jurisdiction to have been caused by any of the indemnified parties.

Limitation on Owner's Liability: If Owner breaches this Agreement or the Items have any defects or Customer suffers any Losses, and if it is determined by a court of competent jurisdiction that Owner is liable under applicable law for such breach or defect or Losses, then any monetary recovery by Customer from Owner (including without limitation Customer's recovery from Owner of any of Customer's attorney's fees and costs) shall not exceed the amount paid by

Customer to Owner under this Agreement, and Customer waives all claims for consequential, punitive, incidental, or other damages that might otherwise be available to Customer.

Legal Matters: This Agreement shall be governed by Tennessee law. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled (subject to the limitation on Owner's liability provided for above). With respect to any action relating to this Agreement, Owner and Customer irrevocably submit to the exclusive jurisdiction of the courts of the State of Tennessee and the United States District Court having jurisdiction over Shelby County, TN. Owner and Customer each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

Other Provisions: No breach of this Agreement by Owner or Customer is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Customer. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Customer represents and warrants that he/she is authorized to sign and deliver this Agreement for Customer and that his/her signature binds Customer to this Agreement. This Agreement contains the entire agreement of Owner and Customer with respect to the subject matter hereof, and may be signed in counterparts.

Authorized Signature for Customer: _____ Printed Name and Title: _____

We know you have many options out there and we would like to thank you for choosing Studio 1524 Salon