

# Contractual Rental Agreement

between

Order # \_\_\_\_\_

**Chaircover Express INC.**

AND

Name: \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

Chaircover Express INC.  
635 S. Main Street  
Ann Arbor, MI 48104  
Phone: 734.332.1849  
Fax: 888.599.8608  
www.chaircoverexpress.com

Los Angeles Branch  
Hawaii Branch  
Kentucky Branch  
Holland Branch

**Event Date:** \_\_\_\_\_

**Shipping Address:** \_\_\_\_\_



**Rentals:**

Quantity

Description

Price

\$  
\$  
\$

-  
-  
-  
\$0.00

Michigan 6% Sales Tax:  
Pick Up & Laundering Charges  
Round Trip Shipping & Handling:  
Delivery & Tear Down  
Set Up (additional \$ per chair if CCE sets up event):  
**Total:**

**\$0.00**

**Terms Due at Signing:**

INITIAL	<p><b>METHODS OF PAYMENT</b> We accept all major credit cards. <b>A 50% deposit is due at the time of rental reservation.</b> Final count and payment in full are due no later than 14 days prior to event date. We are unable to accept personal checks. Final payment must be made with a valid credit card which will be held as security deposit on all rentals. Once the order is placed, the client is authorizing Chaircover Express to charge the client's credit card immediately for the owed amount. This means we will charge your credit card before receiving your signed contract back in our office. No changes are made once Final Count is in, but if we do make any changes after that - there is a repackaging fee or additional cost.</p>
INITIAL	<p><b>ORDER CANCELLATION</b> The client may cancel the order at anytime for any reason FROM THE DATE OF THE ORDER UP TO 14 BUSINESS DAYS BEFORE THE EVENT DATE. HOWEVER, Chaircover Express Inc. shall be entitled to retain a <b>\$75 processing fee.</b> The remaining deposit amount shall be refunded. Cancellation of the client's order with less than 14 days remaining to event date will result in forfeiture of the entire 50% deposit made at the time of reservation.</p>
INITIAL	<p><b>LOST OR DAMAGED &amp; REPLACEMENT COST</b> All chair covers, sashes, &amp; all other rental products must be returned in the same quantity and condition that the renter received them in, which means no tears, rips, stains, or holes. Full replacement cost will apply to any products that Chaircover Express deems unsuitable or missing upon return of the order. <b>Sashes must be untied when returned. Failure to do so will result in a fee of \$.25 per tied sash. Chair covers will be charged a replacement fee of \$15.00 each, sashes will be charged a replacement fee of \$5.00 each. Chiavari Chairs, Cushions, Tablecloth, Overlays, Table Runners, Charger Plates, and Napkin rentals will be charged a replacement fee 3x the price of rental.</b> Replacement costs will be the responsibility of the client. As a result of any lost merchandise, the client forfeits their right to any refunds or reimbursements. The client will also be billed for any excessive cleaning or repair that is needed upon return of the rental items. The decision for replacement, repair costs, cleaning fees is at the discretion of Chaircover Express. Replacement cost will be charged to client's credit card ending #xxxx exp 00/00.</p>
INITIAL	<p><b>LATE RETURN FEES</b> <b>It is vital that the order be postmarked the next business day after the event with UPS</b> and received in our warehouse no later than the specified date on this agreement. A late return fee equal to fifteen percent (15%) of the client's total rental order will be charged each day that the client's rental is late. After five business days late, client will be charged at full replacement cost regardless if rental items are returned to Chaircover Express after such time. Late fees or replacement cost will be charged to client's credit card ending #xxxx exp 00/00. Please use the label that Chaircover Express provides for your return as we use it to track the return! If our receiving department is unable to confirm the return of your order, you will be billed for replacement charges. If you picked them up from one of our various locations - they must be dropped off by NOON.</p>
INITIAL	<p><b>SET UP</b> Because we arrive to do the set up 1-3 hours before the event begins, the client is not required to be present to sign for the delivery or pickup. Additional charges may apply. Depending on the quantity of the order, we request a 2-3 hour window before event begins to allow enough time to complete the set up. Chaircover Express Inc. will deliver, disassemble and pick up the chair covers after the event ends. <b>Refunds cannot be given once set up has been completed. Chaircover Express does NOT set up napkins. Any rental items NOT set up by Chaircover Express are the responsibility of the Client. This includes, but is not limited to, tablecloths, napkins, overlays and runners dropped off to a third party by customer request. Customer is liable for replacement costs for any items lost or damaged by a third party. If table linens are requested to be dropped off to a third party prior to the event date, additional charges may apply for delivery. Additional add ons at set up will automatically be billed to client regardless of the requestor - we will set up any chairs that is there whether or not we have confirmation from the client.</b></p>

**SHIPPING / PICK UP**  
 Final shipping cost will be communicated to you when we receive your final count. Shipping and handling is an additional cost to the order which is based on weight. The chair covers are shipped via UPS. Chaircover Express can also ship the rentals directly to the banquet hall or facility where the event will take place. The chair covers will be cleaned, pressed, and packed tightly to avoid wrinkles. Chaircover Express makes every effort to fill the order accurately. However, the client is responsible for counting and inspecting the order after having received it. **The client has 10 hours to call Chaircover Express, at the location where order was placed, to file any discrepancies with the number, style, material, color, and/or any damages.** At that point, we will investigate the validity of the claim. Action will be taken to correct the discrepancies on a case-by-case basis. If the client does not call us within 10 hours after the order is received, Chaircover Express has the right to assume that the order was correct and received by the client in a timely fashion and will not allow for the client to file discrepancies, dispute, or refund, at a later time. Please use the label that Chaircover Express provides for your return as we use it to track the return!

INITIAL

**RETURN OF RENTAL ITEMS**  
 Chaircover Express provides "Return Labels" in one of the boxes sent, it is the client's responsibility to contact UPS for a pick up for additional pick up fee. (1-800-PICK-UPS) The client is also responsible for boxing up the order for return shipment. It is the client's decision to return the items in the box that they arrived in, if the box is still in good condition, or provide a box of their own to return the order. Chaircover Express will not reimburse customers for labels or boxes purchased elsewhere. The rented items must be dry & free of food debris prior to boxing. Any chair cover packed damp is subject to mildew, which could incur replacement fees. **It is imperative that the order be returned in person by noon OR postmarked the next business day after the event, or late return fees will apply. Chaircover Express is not liable for any arrangements with a third party made by the client and any late or missing fees as a result thereof are the responsibility of the client. There is a 20% restocking fee if client ordered the wrong chair cover and needs to cancel.**

INITIAL

**REFUND**  
 The amounts on the proposal are based on the total order as outlined. Any changes, additions or deletions of individual line items may affect the total cost of the event. Chaircover Express will refund client for excess charges only when the following takes place: 1) after all final changes have been made to the order, preferably 2 weeks prior to the event, 2) after the final payment has been received, and 3) the final invoice reflects a credit due to client's changes to the line items. All prices listed are valid for 30 days from the date of proposal. If for any reason a refund has been approved, Chaircover Express will submit it within 30 days. If client chooses to make arrangements with another vendor Chaircover Express is not liable for any costs incurred. No refunds will be given for late fees or replacement cost for any reason. There are no refunds for products that have been used. If Clients are unsatisfied with the product they can return if unused but Chaircover Express will not refund shipping. If chair covers were not used because client changed their mind there is a restocking fee of 20% and client pays the shipping cost.

INITIAL

**DISCLAIMER OF WARRANTIES**  
 CHAIRCOVER EXPRESS, DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE EQUIPMENT, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANT ABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. Chaircover Express, further disclaims any liability for loss, damage, or injury to lessee or third parties as a result of any defects, latent or otherwise, in the equipment whether arising from Chaircover Express, negligence or application of the laws or strict liability. The products/equipment covered in this contract have been leased/rented by the client "AS IS" AND "WITH ALL FAULTS", and client (lessee) acknowledges that no warranties or merchantability or fitness for any particular purpose are to be implied in this transaction. Since we are a rental company there will be scuff marks on the bottom of some of the covers. If the product becomes unsafe or in disrepair during the term of this contract, client (lessee) agrees to discontinue use and notify Chaircover Express, immediately. Chaircover Express, will then attempt to replace product with similar product within reasonable time if similar product is available at the time Chaircover Express, received notice of said condition. **Chaircover Express, will not be held responsible for any color variations due to the manufactures dilates in fabric or style of rental products. Chaircover Express, will not be held responsible for any colors and fabrics that do not match properly.**

INITIAL

**ATTORNEY FEES**  
 In the event either party files any legal action or suit to compel the performance of any provision of this Contract, or to seek an interpretation of any Contract terms, the prevailing party shall be entitled, in addition to costs, to reasonable attorney fees as determined by a court of competent jurisdiction.

INITIAL

**INDEMNITY**  
 The client (lessee) shall indemnify Chaircover Express, against and hold Chaircover Express, harmless against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Contract and/or the client's use of the rental products. Including without limitation the manufacturer, selection, delivery, possession, use, operation, injury or return of the rental products.

INITIAL

**MISCELLANEOUS PROVISIONS**  
 Damages: Chaircover Express, is not responsible for any incidental or consequential damages caused by delays beyond Chaircover Express, control and no refunds will be given due to but not limited to delivery delays or errors made by the courier/delivery service. Entire agreement/Modification: This contract contains the entire agreement between Chaircover Express, (lesser) and the client (lessee). No modifications of this contract shall be effective unless in writing and signed by both parties and witnessed. Weather Conditions: Chaircover Express, is not responsible for acts of God. No refunds are given due to inclement or hazardous weather conditions or unused products. The terms of this contract between client and Chaircover Express, remain valid and in effect for all changes (i.e. addition, deletion, or any changes to the order).

INITIAL

X

X

Signature

Date

Signature

Date

\*By signing this proposal, I hereby acknowledge that I have read and accept all terms and conditions as outlined above, even if not initialed.

Chaircover Express INC.

\*\*\*\* No orders will be processed or delivered without the signed contract.