

# Contractual Rental Agreement

between

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

**Chaircover Express INC.**

**AND**

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



Chaircover Express INC.  
635 S. Main Street  
Ann Arbor, MI 48104  
Phone: 734.332.1849  
Phone: 734.239.3993  
Fax: 734.864.7323

716 S. Los Angeles S., Suite #310  
Los Angeles, CA 90014  
Phone: 310.694.3480  
www.chaircoverexpress.com

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

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

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

**Rentals:**

Quantity	Description	Price
		\$0.45
		\$2.00
Sub-Total:		
Michigan 6% Sales Tax:		
Round-trip Shipping & Handling:		
Pick Up And Handling Charges		
Set Up (additional \$ per chair if CCE sets up event):		
<b>Total:</b>		<b>\$-</b>

**Terms:**

**Due at Signing:**

INITIAL \_\_\_\_\_

**Balance Due:**

\$ \_\_\_\_\_

**METHODS OF PAYMENT**

We accept major credit cards: Visa, MasterCard, and American Express. **A 50% deposit is due at the time of rental reservation.** Final count and payment in full are due no later than two weeks prior to event date. At this time, 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. When placing an order we highly recommend the maximum count. Decreases are welcome but we cannot always accommodate increases.

INITIAL \_\_\_\_\_

**ORDER CANCELLATION**

The client may cancel the order at anytime for any reason FROM THE DATE OF THE ORDER UP TO TEN (10) BUSINESS DAYS BEFORE THE EVENT DATE. **HOWEVER**, Chaircover Express Inc. shall be entitled to retain a **\$50 processing fee**. The remaining deposit amount shall be refunded. Cancellation of the client's order with less than 10 days remaining to event date will result in forfeiture of the entire 50% deposit made at the time of reservation.

INITIAL \_\_\_\_\_

In the event of postponement, the deposit, minus any non-transferable out-of-pocket expenditures incurred at the time notice of postponement is received shall be applied to the rescheduled event, provided that the event is rescheduled to a date within 180 days from the date on which the event was originally scheduled, and provided that the date is available and approved by Chaircover Express Inc. Notice of cancellation, or postponement must be made in writing.

**LOST OR DAMAGED & REPLACEMENT COST**

All chair covers & sashes 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 chair cover or sash that Chaircover Express deems unsuitable or missing upon return of the order. **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 \$10.00 each, sashes will be charged a replacement fee of \$3.00 each.** 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 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 xx/xx.

INITIAL \_\_\_\_\_

**LATE RETURN FEES**

Because our company rents chair covers to other customers, **it is vital that the order be postmarked the next business day after the event** and received in our warehouse no later than the specified date on this agreement. Chaircover Express needs enough time for the customer's order to be returned, laundered, and sent out to the next renter. 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 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 xx/xx. Please use the label that Chaircover Express provides for your return as we use it to track the return of your order! If you must use a non-Chaircover Express return label for any reason, **please** call us with the new tracking number and pickup number that was given to you by the new shipper. If our receiving department is unable to confirm the return of your order, you will be billed for replacement charges.

INITIAL \_\_\_\_\_

**SET UP**

When a set up is requested at an event, Chaircover Express is responsible for delivering and picking up of the chaircovers. Because we arrive to do the set up 2-3 hours before the event begins, the client is not required to be present to sign for the delivery or pickup. By initialing this agreement, client agrees to waive this right. Please call us to place this special request. 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 disassemble and pick up the chair covers after the event time ends. **Refunds cannot be given once set up has been completed.**

INITIAL \_\_\_\_\_

**SHIPPING**  
 We will provide you with an estimated shipping cost at the time of your order. Final shipping cost will be communicated to you when we receive your final count, two weeks prior to your event date. Shipping and handling is an additional cost to the order. If shipping fee is more than the estimated amount shown on the rental invoice, it will be charged to client's credit card prior to shipping the rental order. The chair covers are shipped via UPS or FedEx. 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. Orders are tracked to verify a timely delivery as well as checked for careful handling once they have left the warehouse. 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.

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 or FedEx for a pick up for additional pick up fee. (1-800-PICK-UPS; 1-800-GO-FEDEX). 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 purchased elsewhere. Folding or laundering chair covers is unnecessary. However, the rented items must be dry and 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 postmarked the next business day after the event, or late return fees will apply.**

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. No refunds will be given for late fees or replacement cost for any reason. Chaircover Express will use its discretion in regards to refunds concerning used products. There are no refunds for products that have been used.

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, (lessor) 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.