



RENTAL AGREEMENT

EVENT DATE AND DESCRIPTION

Date: ____/____/____ Start Time: _____ End Time: _____

Time & Location: _____

Additional Information and/or Services Requested:

CONTACT INFORMATION

Name:: _____

Email: _____ Phone: _____

Address: _____ City, St., Zip _____

Alternative Contact Person: _____

Phone: _____

PAYMENT INFORMATION

The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: _____

Non-Refundable Deposit Due Upon Execution of Agreement (50%): _____

Balance Due Two Weeks Before Event: _____

AGREEMENT

SERVICES

A Touch of Klass, LLC will provide rentals that are requested, set up, delivery, and tear town for special events.

Rentals Requested:

-

PRICING & PRODUCT AVAILABILITY

A Touch of Klass, LLC guarantees product availability for five (5) days after the proposal date. Receipt of the deposit and signed Rental Agreement guarantees product availability on the client's event date.

Rental prices are subject to change without notice. Price quotes are valid for five (5) days. Orders with special pricing must be booked by the date specified. All rental prices are non-negotiable.

PAYMENTS & REQUIRED DOCUMENTS

Rental products require a signed Rental Agreement and a non-refundable deposit of 50% of the total cost of the rental at the time of booking. Final payments with changes, substitutions, and final counts are due no later than fourteen (14) days prior to the event in order to ensure the completion of customizations and other rental requests.

No services contained in this agreement will be rendered, delivered, or available if the balance is not paid in full prior to your event unless otherwise agreed upon in writing.

DELIVERY & SETUP

Included in your rental are delivery (inside a 40 mile radius from Irwin, PA), setup, and pickup. All rentals will be delivered and set up prior to the event start time or on a specific day and/or time agreed upon between A Touch of Klass, LLC and the client at least seven (7) days in advance.

Deliveries to locations outside of a 30 mile radius from Irwin, PA are subject to an additional delivery fee per mile in accordance with standard mileage rates. Delivery fees will be discussed during the quoting process, and any fees will be included in all official quotes and contracts.

The rental fee includes the setup or installation of the rented item and/or apply only to the items or decorations provided by A Touch of Klass, LLC. Fees are based on total number of items, assembly time, and decorating involvement. A Touch of Klass, LLC does not install or decorate with items that were not provided by A Touch of Klass, LLC unless otherwise agreed upon at the time of booking. The setup and breakdown does not include cleanup of items that are not the property of A Touch of Klass, LLC.

DURATION OF SERVICES

Pickup of rentals will take place within 24 hours of the delivery of the rentals unless otherwise agreed upon at the time of booking.

Following the event, items must be stored in a secure location until pickup. If items are not available or accessible upon pickup, additional fees may be applied at the discretion of A Touch of Klass, LLC, and the client must schedule an alternative pickup time. If you, the client, will not be available during pickup, it is your responsibility to coordinate with the event venue or an alternative, designated individual to ensure all items remain together in the appropriate pickup location. If items are not returned within three (3) days, replacement fees will be assessed in addition to the rental fees.

ORDERS & CHANGES

All order/service changes must be placed in writing or emailed as to avoid any confusion. A detailed invoice will be submitted following any changes to the client's order by email. Additional services require an appropriate deposit unless other terms are specified. Emails are considered legal and binding and do not require a signature to be valid. If changes are made the day of the event, a responsible party must sign for them and pay in full upon the delivery. Substitutions are allowed with a fourteen (14) day notice. No substitutions are allowed within fourteen (14) days of the event unless otherwise agreed upon by the client and A Touch of Klass, LLC.

CANCELLATION

By Client: Client may cancel this Agreement at any time prior to the event. Upon cancellation, Client will be entitled to a refund of any monies paid, except for the non-refundable deposit. If the event is postponed to a future time, A Touch of Klass, LLC, if available, will put the deposit towards a new rental.

By Touch of Klass, LLC: A Touch of Klass, LLC may cancel this Agreement at any time. If A Touch of Klass, LLC, cancels the rental, the company will refund all monies previously paid by the client including the non-refundable deposit.

COPYRIGHT

By signing this agreement, the client gives A Touch of Klass, LLC all rights and permissions to take pictures and videos of completed rentals or designs by A Touch of Klass, LLC event planners and designers for any and all social media, marketing, and publication purposes with the understanding that the client will not profit from them in any way.

DISPUTE RESOLUTION & LEGAL FEES

In the event of a dispute arising out of this contract that cannot be resolved by mutual agreement, the parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

DAMAGED OR MISSING ITEMS

In the event that any of A Touch of Klass, LLC's property is damaged or missing, the client assumes responsibility for all lost or damaged items and agrees to pay replacement and/or repair costs in full. Items should remain in "Like New" condition and/or in the same condition they are in upon delivery. Excessive dirt, mud, or markings will be assessed and be subject to additional fees. A Touch of Klass, LLC will notify the client within five (5) days of the event if damages are discovered or if any items are found to be missing upon sorting and counting. Photos of damages will be submitted as proof upon request.

In the event that loss, damage, or destruction does occur to any items, payment to A Touch of Klass, LLC must be made within a month of the event date.

Should bad weather or wind become an issue, A Touch of Klass, LLC reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate the indoor function. The client assumes all risks and hardships involved with having an outdoor event. Please discuss "Plan B" with a representative from A Touch of Klass prior to the day of the event. A Touch of Klass, LLC is not responsible for revising your event design that day or two prior to the event should inclement weather be ensuing. It is our desire that the client's event functions as smoothly as possible. However, if the client chooses to hold the event regardless of inclement weather, the client assumes full responsibility for wind and weather damages. If A Touch of Klass, LLC arrives for a delivery and deems the weather to be a risk to the rental items, the client or designated contact person will be contacted immediately to discuss alternative options.

Upon pickup or delivery, A Touch of Klass, LLC reserves the right to terminate the agreement if the misuse of property is perceived or suspected.

LEGAL & BINDING AGREEMENT

A Touch of Klass, LLC is not liable for any injury of any capacity during the rental period. Please know that our Marquee letters are made of live lights that can get hot during the duration of your rental. A Touch of Klass, LLC will remind you of their safety protocols upon delivery of the rentals.

GOVERNING LAW & JURISDICTION

The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties reside/do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Pennsylvania law.

ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

_____ Date _____
Client Full Name

Client Signature

_____ Date _____
A Touch of Klass, LLC Signature
Kyley Klass Tusay

Your Studio Name