Gail Current, Owner

Cell: 816.294.9558

Client Name: Title: (host, wedding planner, MOB, etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other contact: Title: Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Location/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Rental Agreement

This agreement is effective between the party who is contracting to provide rentals and services by: Gail Current, or her designated representative, hereinafter referred to as “BIACS” (Bull in a China Shop) and the party who will be receiving the services, , who shall be referred to as “client.” The client’s event will take place on (date) and they desire to have BIACS provide rental items and/or services. The client will have their event at (location) in \_\_\_\_\_\_ (City, State). **This agreement becomes effective once signed by both the client listed above and by Gail Current or her designated representative.**

**NOTE:** Rentals **do not** includefood or beverage handling, nor catering duties of any kind.

## REQUIRED SCHEDULING DEPOSIT/PAPERWORK

Rental booking requires a signed Rental Agreement and a **50% scheduling deposit**, which serves as a retainer and is due payable at time of contract signature. The final payment will be due 14 days before the event. This final payment will include remaining balance for rented items, payment for any services, and refundable security deposit. Checks, Mastercard, Visa, Discover and American Express are all accepted. Checks for scheduling deposit must be received by BIACS before rental items are booked. Checks for final payment must be received by due date.

Since the final payment is due 14 days before your event, please notify BIACS of any additions, subtractions or deletions at least 18 days before your event to give us time to generate an addendum to your agreement to make any changes and calculate a new final payment amount. Changes need to be made via e-mail.

## SECURITY DEPOSITS

Client assumes full responsibility of items including equipment upon their possession or the possession of their designated party, and agrees to pay full replacement cost for lost or damaged items. Replacement costs are equal to four (4) times the rental rate for rented items. Current market replacement cost will be charged for lost or damaged equipment included with your order. Equipment includes but is not limited to glass racks, plastic crates, plastic storage containers, dollies, flatware caddies, and other miscellaneous storage containers, etc.

All rentals require a **20% security deposit**. As stated above this deposit is due with your final payment 14 days before your event. Upon collection of all rented items, each item will be examined for damage ( stains, tears, cracks, chips, etc.) and client will be notified by phone or email of any missing or damaged items within seven (7) days. If you are aware of missing or damaged items, please let us know upon their return. Photos of damages will be submitted as proof upon request.

The security deposit will be used to cover any fees. If damage or cleaning fees exceed the security deposit, the client will have seven (7) days to pay the additional amount due. If these damage or cleaning fees are not paid for within seven (7) days, the credit card on file will be billed. If all items are returned as they were received, the full security deposit will be refunded. Any full or partial refund will be refunded either to the credit card or by a check mailed to the address on file within 10 days of the return of the items.

**CLEANING FEE**

Dishes must be returned scraped free of food debris and emptied of liquids before they are packed up by the client/designee. They must be placed back in the original containers they came in with the provided packaging cloths. **Due to the delicate nature of our inventory, we ask that you do not wash our pieces.** If dishes are not scraped free of food debris when returned a cleaning fee of $0.50 per rental item will be charged. Goblets are to be returned emptied and placed upside down in their racks.

## MISUSE OF ITEMS

Upon delivery of inventory to your venue, if BIACS perceives that misuse will occur, we will NOT leave the items and no refunds will be issued.

## DELIVERY/PICKUP BY BIACS

BIACS will deliver and pick up, round trip, all rented items to your venue on the date/time determined in the signed agreement.

Someone over the age of 18 must be available to sign the invoice for receipt of delivered rental items. Signing acknowledges that all the correct items were received and in good condition. Any services added at that time will be charged to your account.

Delivery of rental items is the day prior to the event. Pickup of rental items is the day after the event. Arrangements *may* be made for delivery/pickup to fall outside these parameters.

**Same Day Delivery/Pickup Fee:** An additional fee of $75.00 will be charged for same day drop off and pick up.

**Outside Business Hours Fee:** An additional fee of $75.00 will be charged for deliveries/pick-ups prior to 8:00 AM and later than 5:00 PM.

Delivery does not include set up or tear down of rental items. Typically the Client, caterer, wedding planner, or family members will set up the tablescapes.

**Delivery Fees:** BIACS will deliver your selected inventory to the agreed upon venue. The first hundred miles are free. Mileage beyond 100 miles will be charged at a rate of $0.75 per mile

All rented items, containers and packing materials must be returned with your order, or fees will be assessed. Unless other arrangements have been made, all Items must be gathered and ready for loading following event. Items must be stored indoors, in a secure location until pick-up. If you, the client, will not be available during pick-up, it is your responsibility to coordinate with the venue to ensure all items are gathered together in correct location.

## Late Returns

If items are not ready for pick up by BIACS on the agreed upon date/ time, without arrangements being made, the client will be charged the full rental rate for an additional day. If items are not returned within 2 days of return date and client is not able to be reached, Client recognizes that BIACS will regard the unreturned and unpaid items as theft. We take this seriously, as unreturned items will impact other clients.

 **X**

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| Event Location: (Ex: Celebrations Reception Hall, Private Residence, etc.) Event Address: Event Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: 2nd Event Contact Name: 2nd Contact Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

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## BIACS STAGING SERVICES

BIACS can set your tables and put out decor items for an additional charge. Staging is charged by the staff/hour. The current staging rate is $50/staff hour. If you want BIACS to stage your place settings, please inquire and we will calculate the cost. This fee includes the setup or installation of the rented items and/or applying only the rental items that WE PROVIDE. The staging fee does not include breakdown, cleanup or removal. BIACS is not responsible for any accidents before, during and after staging of items.

If, upon arrival, BIACS discovers that tables, stands or other items require cleaning or set up before we can properly stage your rentals, BIACS will charge your account for cleaning and preparing the necessary areas/items. Or, depending on timing BIACS may have to simply drop off items and proceed to another event with no refunds being issued for paid set-up fees. Please provide a telephone number for your Coordinator or family member who is in charge on the day of the wedding to discuss these types of issues, should they arise.

o **Example 1** - Tables that have beverage/food debris must be cleaned before we can stage. o **Example 2** - If your facility provides the tables and chairs, and has agreed to set up the room, and it is not ready upon arrival, BIACS may have to simply drop off the items and proceed to another event, and no refunds will be issued for paid setup fees. If time permits, we will setup the room so that we may make an effort to perform our contractual obligation with you to complete the setup portion of your order. Your account will be charged for the additional staging time without additional consent. (It is important for these details to be settled ahead of time) We cannot keep other clients waiting who have scheduled deliveries and setups.

## CLEARING SERVICES

BIACS can clear place settings we have provided for an additional charge. Clearing is charged by the staff hour. The current clearing rate is $50/ staff hour. This fee includes clearing of the rented items and/or the decorations that WE PROVIDE. BIACS is not responsible for any accidents before, during and after clearing of items.

## CLIENT REQUESTED SUBSTITUTIONS OR ADDITIONAL SERVICES

All rental substitutions or additional service requests must be placed in writing or emailed as to avoid any confusion. BIACS will do our best to accommodate any substitution or addition, but changes must be approved in writing or e-mail. Substitutions are allowed based on availability. An addendum will be provided outlining the new items and totals and calculating the new final payment amount. Changes will be in effect once we have received the signed addendum back and have signed it as well. If changes are made the day of the event, an emailed request will be considered legal and binding and will not require a signature to be valid. The client further understands that last minute changes can impact the availability of specific products and the quality of the event and that BIACS is not responsible for the outcome of such changes.

## ITEM UNAVAILABILITY

Due to the unique nature of our inventory items, substitution/s may be required if rental item/s are lost or damaged at an event that precedes yours. If this occurs, you will be contacted as soon as it is determined by BIACS and be notified that the item/s you were renting were not returned or have been damaged to the extent that a substitution is necessary. We will do our best to offer an item that is a reasonable substitution. You will be offered the opportunity to accept the suggested substitution or to cancel that item/s from your order. If you choose to cancel that item/s, you will be refunded any paid rental cost associated with that item/items. We will also provide you with information on other vendor/s or resource/s that may be able to provide you with item/s similar to the item/s that were canceled.

## CANCELLATION POLICIES

Because other prospective clients will be turned away for your specific rentals/services once you have booked, thus **all scheduling deposit payments made are non-refundable.** All services may be canceled if received in writing no later than 14 days prior to the event. You will not be obligated to pay the balance of your invoice. A credit in the amount of the scheduling deposit will remain on file if you contact us within 14 days before your event and the new event date is within the next 180 days. In these circumstances only, the deposit will be applied to the new date. BIACS cannot guarantee all the same items and services will be available for your new date. Rental items and services for the new event date are subject to availability.

## NON-PAYMENT/BREACH OF CONTRACT

No payments will be accepted beyond the event date except in the case of damage fees or added cleaning fees.

The following circumstances are considered a breach of contract:

* If payments are not received by the due date, or the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach of contract, and all previous payments are forfeited.
* If payment is not received in a timely manner, BIACS will consider your rented items and services available for another client’s use. BIACS is not contractually obligated to accept payments beyond the due date, nor refund previous payments.

In the event this contract is breached by the client, the client agrees that in addition to any actual damages resulting from the breach that the client shall be liable for any attorney's fees and costs associated with enforcing the terms of this contract.

## WEATHER RELATED ISSUES

BIACS does not issue late cancellation refunds for any reason, including inclement weather. The client assumes all risks and hardships involved with having an outdoor event.. The client assumes full responsibility for wind and weather damages. If BIACS arrives for a delivery and the weather is bad or impending, we will call you or a contact person to discuss options. Please always provide an additional contact name and number should you be unavailable the day of your event.

## FORCE MAJEURE

Notwithstanding anything to the contrary contained in the Agreement, BIACS shall not be liable, nor shall any credit or other remedy be extended, for BIACS’ failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond BIACS’ control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, pandemic, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a “Force Majeure Event”). If a Force Majeure Event occurs during the term hereof, BIACS shall be excused from performance hereunder.

## PHOTOGRAPHY RELEASE

BIACS would really love to use pictures of our rentals items from client’s event for our advertising. If you are willing to allow BIACS to use pictures from your event for our advertising, please sign. By signing this, I, give BIACS permission to use the event photographs taken by me, my photographer or by BIACS at my event for their (BIACS) use on their website and advertisements, materials, social media, etc. I understand that I will not profit from this in any way.

If signed, BIACS will contact your photographer a little while after your event to see if they are willing to share the pictures.

Name of Photographer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographers Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Client Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Other vendors to credit when posting pictures…**

 Florist:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Caterer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other Rentals:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Cake/Desserts:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## PAYMENT TERMS

Payments can be made by check, Visa, Mastercard, Discover or American Express. If a check is returned a $30 fee is assessed and all future payment must be made by credit card. Only credit card payments are accepted the week of the event**. Payment in full must be received before rental items are delivered.**

Please make all checks payable to: Bull In A China Shop

Please mail to: Bull In A China Shop c/o Gail Current

 300 Hallar Avenue. PO Box 68

 Gower, MO. 64454

## Rental Items

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| --- | --- |
|  $  | -  |
|  $  | -  |
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Staging fee by staff hours

 Client will stage or

 $50.00 / staff hour X 0 +

Clearing fee by staff hours

 Client/Caterer will clear or

 $50.00 / staff hour X 0 +

 +

**Subtotal**

 Use tax on rentals 6% +

**Total Rental Cost**

 Refundable Security Deposit +

 +

 **Total Payments $0.00**

## Payment Schedule

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|  **Scheduling Deposit**  50% of rental items **Due:** W/ Rental Agreement **$0.00**

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| $0.00  **+** $0.00  |
| 0 | $0.00  |
|  | **$0.00**  |

 **Final Payment** Remaining 50% of rentals + services + use tax  Refundable Security Deposit 20% of rental items **Due:** |

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| **A valid credit card must be kept on file.** The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above. The credit card will be charged if changes are made the day of the event, such as added services, labor or if additional items are requested or required. Visa/ MC/Discover/ AE #\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name on Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print) Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_ Security Code: \_\_\_\_\_\_\_\_\_\_\_ Zip Code of Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I, “the cardholder”, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby give Gail Current and Bull in a China Shop approval to charge the credit card listed for damages, missing items, late fees, replacement fees, cleaning fees, or added services outlined in this rental agreement or in subsequent changes or requests made by me, the “client” or by my designee.  Cardholder Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_  Card holder  Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_   |

### Applicable Law

This agreement shall be governed by the laws of the State of Missouri and, where applicable, Federal laws. Bull in a China Shop (BIACS) has the right to refuse service at any time for any reason.

### Liability Clause

Liability and indemnification:

I the Client, hereby agree that I assume all liability caused by any injury from any item leased to me from Bull in a China Shop, I further agree to indemnify Gail Current and Bull in a China Shop in any legal action arising out of any injury or damage allegedly caused by any item leased by Bull in a China Shop including but not limited to the cost of any attorney's fees and court costs associated with any litigation in defense of any said litigation.

**Agreement Terms and Conditions:**

I have read, understand and agree to all rental agreement stipulations, times and dates.

I have read, understand and agree to all pricing, deposits, refunds and cancellation policies. I have read, understand and agree to the liability clause.

I, (client) agree to all the terms and conditions of this rental agreement.

Client Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_

Client Witness Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name)

Client Witness signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

BIACS By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

 Gail Current