



## **NEW YORK PARTY & LINEN RENTALS, LLC**

**1126 GROVE STREET IRVINGTON, NEW JERSEY 07111**

[www.nypartyrentalsllc.com](http://www.nypartyrentalsllc.com)

**973-399-4700**

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### **Rental Agreement/Contract and Credit Card Form**

#### **Please Read Contract Carefully**

The customer (Lessee) acknowledges that in the event the equipment, chinaware, glassware, silverware and other property described herein (N Y Party Rental Property) sustains any damage or destruction or is lost or stolen while under lease to Lessee, Lessee agrees to pay New York Party Rentals (Lessor) the costs for repair or replacement thereof. Lessee further agrees to accept full responsibility and liability, and Lessee shall indemnify Lessor, for any injury to Lessee, for any damage to the property of Lessee, for any injury to any other person (s), for any damage to the property of any other person (s) and any other loss that may result through the use or misuse of New York Party Rental Property. Lessor is not responsible for any damage or liability incurred by handling Lessee's or any other person's personal property. Lessee shall pay all invoices when due. Lessee agrees and acknowledges that Lessee is subject to additional charges if Lessee fails to return to New York Party Rental Property to Lessor or fails to make New York Party Rental Property available to Lessor for pick-up at the time and date set.

In no case will New York Party Rentals LLC. be liable for the cost of procurement of substitute goods, damage to other property, loss of business or profits, loss of production, loss of use, or any other similar or dissimilar consequential, incidental, indirect, punitive, exemplary, or special damages even if New York Party Rentals LLC. has been advised of the possibility of such damages, which customer or any other person, corporation, company, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect in the goods. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including, without limitation, property handled or processed by the use of the goods). Customer shall defend, indemnify, and hold New York Party Rentals LLC. harmless against all liability, cost, and expense which may be sustained by New York Party Rentals LLC. on account of any such loss, damage, or injury. For this order, I have read, understand, and accept the Rental Terms and Site Terms.

#### **CANCELLATIONS**

- **There are no cancellations for confirmed orders. Orders are confirmed when we receive your credit card for payment and signed rental agreement.**
- Friday orders are considered next day for Monday delivery and there is absolutely no refund or credit for next day or rush orders.
- New York Party Rentals reserves the right to cancel orders or accept cancellations at New York Party Rentals discretion.
- Changes or cancellations will not be accepted or are subject to production approval

- The delivery and pick up fee is based on ground floor delivery or access to elevator service. **The price must be predetermined** if there is no access to an elevator and the rental equipment must be walked up or down steps or if the equipment must be carried an excessive distance. In the case where it has not been predetermined the delivery/pick up fee is subject to change and determined by New York Party Rentals based on the level of difficulty and/or the number of steps and the amount of the equipment at the time of the delivery and/or pick up.
- If the elevator is too small for the equipment or we arrive during none freight hours without prior notification of the closing hours by the customer there will be no refund if we must leave. NYPR does not guarantee that we will return and additional charges for restocking may occur. Restocking fee is based on products that are on the order.
- **NYPR is excluded and is not liable** from any and all the additional fees incurred by the customer from the venue. No refunds or discounts will be considered because NYPR was late for the pick up and/or delivery of rentals cause by traffic, street closures, acts of God, natural causes, viruses, acts of terrorism, or riots/demonstrations.
- If you are not home to receive your delivery at the scheduled contracted time you will not be refunded. If we must leave there is no guarantee that we will return and if we do attempt to redeliver there will be an additional charge.
  
- If you are not home for NYPR to pick up, you will be charged the full invoice amount plus each day we are not able to pick up in the case where the customer is still using the equipment after the scheduled and contracted pick up time the customer agrees to pay an additional fee based on the type of equipment and extra time required to pick up the rented equipment. Those additional charges will automatically be charge to the customer's credit card and those fees will determined by NYPR
  
- NYPR to pick up you will be charged the full invoice amount plus each day we are not able to pick up. In the case where the customer is still using the equipment after the scheduled and contracted pick up time, the customer agrees to pay an additional fee based on the type of equipment and extra time required to pick up the rented equipment. Those additional charges will automatically be charged to the customer's credit card and those fees will be determined by NYPR
- Set up and break down is not included in this price. Prior notification is needed for New York Party Rentals to set up and breakdown without the loss of your deposit and extra charges for labor cost.
- All fees will be settled and charged to the customer's credit card. No delivery can be made until an agreement has been made. There will be a "waiting time" charge after 15 minutes for the driver to wait for a signature.

## **SECURITY DEPOSIT**

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- A \$300.00 Security Deposit Will Be Held on Your Credit Card for Incidentals. The Security Deposit That Is on Hold with Your Credit Card Company Will Be Used First. If the Deposit Can't Cover the Entire Amount of Loss the Balance Will Come from An Additional Charge to Your Credit Card. If No Action Is Required After the Pick Up the Deposit for The Incidentals Will Return Automatically to Your Account. Usually 24-72 Hours. Check with Your Bank for More Information Regarding That. See Below for Complete Description Pertaining to Any Loss That Might Require Action.

## **INCIDENTALS**

- Orders are confirmed when we receive your credit card for payment and signed rental agreement
- When you provide us with your credit card information you agree to the terms of the contract.
- Missing and broken items are your responsibility and will be charged to your credit card at our replacement cost.
- Your credit card will be charged if the invoice is not paid in the agreed terms and for any damages, shortages and items not returned on the agreed date.
- There is no credit for unused rental products.
- Additional delivery/pick up fees are considered incidentals and will be paid to New York Party Rentals from your security deposit. See delivery and pick up policy details below

## **ACCEPTANCE YOUR DELIVER**

Customer shall inspect the Goods at the time of delivery. Unless the Customer provides New York Party Rentals LLC with notice of any claims, shortages, incorrect counts or defects in the Goods or Rentals at that time. The customer will assume responsibility for all Rentals

## **CERTIFICATE OF INSURANCE**

If you need a certificate of insurance (COI) please e-mail your buildings requirements at least 2 business days before the event for orders below \$500.00 a small fee of \$50.00 will be added to your invoice. If your building requires a COI for delivery and you did not request a COI in advance and we are not allowed access to your building we will leave and you will not be refunded for your order. In the event we were allowed to deliver without a COI because the building neglected to ask for a COI and is now asking for one for the pick up and does not give us access you will be billed a full rental for each day, we did not get the pick up plus an additional pick up charge.

## **BAGGING CHAIRS**

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- Chairs must be packed back in the bags they were delivered to you in. An instruction flyer will also be provided to you with your packing slip as a reminder of how many chairs to put in the bag and how to put them into the bag. Place the head of the chairs in the bag first, the legs will be out. This helps keep the chairs free of dirt and any chipping or scratching.
- A fee of \$3.00 per chair plus labor will automatically be charged to the credit card you have provided to us as a deposit for incidentals. If the chairs are packed back in the bags improperly you will be charged \$3.00 per chair plus labor

Improper bagging is as bad as not bagging, it ruins the chairs for the next customer and takes precious time away from the driver's next customer who is waiting for them. Call us or email anytime with questions or concerns, there will always be someone to provide answers to questions to avoid additional charges. Missing chair bags are \$150.00 each. New York Party Rentals offers a service to unpack and pack back the chairs for you. This of course must be ordered at least 1 day before the delivery and/or the pickup.

## **MAINTENANCE**

- All dishes must be wiped clean of excess food and packed back in the proper crates they were delivered to you in. All liquid should be removed from glasses before returning them to the glass racks that they are delivered to you in.

## **EQUIPMENT**

- Do not leave tables and chairs, or linen outside unprotected from rain. The wood, metal frame or foam padding on the chairs can be ruined and mildew the tablecloths. You are responsible for any damages from neglect.

## **LINEN TABLECLOTH WARNING**

- All linen rentals are expected to be returned in the same quality and condition as they were delivered, i.e.: Tears, rips, holes, burns, mildew, and oil stains caused by candle wax are considered damaged and unrentable. Damp or wet linen can mildew, and mildew is considered damaged and you will be charged the purchase price of a new cloth

## **Hold Harmless**

- You agree to indemnify and hold New York Party Rentals LLC., its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of New York Party Rental LLC. harmless from all claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to Your breach or alleged breach of any terms or conditions contained in this Rental Agreement.



NEW YORK PARTY & LINEN RENTALS, LLC CREDIT CARD FORM PAGE 5 of 5  
CREDIT CARD FORM AND RENTAL AGREEMENT/CONTRACT

**CREDIT CARD FORM MUST BE FILLED OUT COMPLETELY PLEASE READ CAREFULLY \***

**PLEASE YOU MUST SEND A COPY BACK AND FRONT OF THE CC WITH THIS FORM**

**FILL THIS OUT ONLY IF YOU ARE THE CARD HOLDER**

FULL NAME ON CARD \* \_\_\_\_\_

CREDIT CARD NUMBER \* \_\_\_\_\_ SECURITY NUMBERS \* \_\_\_\_\_

EXPIRATIONS DATE \* \_\_\_\_\_ BILLING ADDRESS \* \_\_\_\_\_

CARD TYPE: AMEX \* \_\_\_\_\_ VISA \* \_\_\_\_\_ MASTER CA \* \_\_\_\_\_

CARD HOLDER E-MAIL \* \_\_\_\_\_ ZIP CODE \* \_\_\_\_\_

CARD HOLDER PHONE# \* \_\_\_\_\_

By signing below, I the Card Holder have read the Rental Agreement/Contract and Accept the Rental Terms & Site Terms

Card Holder Signature \* \_\_\_\_\_ Print \* \_\_\_\_\_

Amount Total \$\* \_\_\_\_\_

