

RENT MY WEDDING

955 NW 159th Drive STE 103 | Miami Gardens, FL | p. 1-800-465-8020 | info@rentmywedding.com

RENTAL AGREEMENT

Please read the terms and conditions below regarding your Rental Agreement. By clicking the button on the order form, you will digitally sign this Rental Agreement, and thereby indicate that you agree to the following terms and conditions:

1. Parties

This is a legal and binding contract for the purpose of a short term rental of Products between the signer of this document (hereinafter referred to as “Renter”), and RENT MY EVENT, LLC dba RENT MY WEDDING, www.rentmywedding.com, (hereinafter referred to as “RENT MY WEDDING”). “Products” are defined as all items specified in the “Order Summary” section of Renter’s order form.

2. Ownership

RENT MY WEDDING maintains full ownership of all rented Products.

3. Delivery and Return

a. Delivery Date

Rental Products will be delivered at least two (2) days prior to the Event Date specified on the Order Form.

b. Return Date

Rental Products must be returned to any Federal Express (FedEx) location two (2) days after the Event Date specified on the Order Form. If the return date falls on a Sunday or holiday, Renter may return rentals to FedEx the next day.

c. Free Shipping

RENT MY WEDDING provides free ground shipping both ways on all rental items to any address in the continental U.S. RENT MY WEDDING will schedule the shipment of Renter’s Products to ensure that all items are delivered at least two (2) days prior to Renter’s Event Date.

For last-minute orders, express shipping is available at an additional cost. Renter will be notified at checkout if the free ground shipping method will work, or if express shipping is required.

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RENT MY WEDDING will provide a pre-paid shipping label(s) for returning all rented Products. Renter must return products to any FedEx store location. Renter may not leave packages at a FedEx drop box. Rented Products are considered "Returned" as of the date that they are received and scanned in by any FedEx representative. Upon return, FedEx should provide a receipt to Renter documenting: 1) date of return; 2) number of packages returned; and 3) weight per package. Renter is advised to request a copy of this receipt from FedEx for Renter's records.

e. Late Fees

Failure to return any rented Product by the Due Date will incur late fees of \$5.00 per Product per day, except in the case of chair covers, sashes, and rhinestone buckles, which shall incur late fees of \$0.50 per Product per day.

4. Renter's Use of Rental Products

Renter agrees to use all rental Products in a careful and proper manner, and in compliance with any and all applicable regulations and laws. Renter further agrees to use all Products as prescribed in RENT MY WEDDING instructions, as shown on the RENT MY WEDDING website. Renter hereby acknowledges that she/he has received and understands the necessary instruction on the proper set-up and usage of rented Products and understands the conditions that cause failure or damage. The proper set-up and usage of rented Products includes, but is not limited to, the following terms and conditions: 1) Products may not be exposed to rain, water, or moisture; 2) If mounting Product overhead, always secure it to a fastening device using a safety cable; and 3) Products may not be operated in temperatures higher than 140 degrees Fahrenheit. By virtue of accepting this Agreement, Renter hereby waives any claim of ignorance on the proper set-up and usage of rented Products.

5. Renter's Responsibility for Rental Products

Renter assumes full responsibility for the care of the rented Product(s) from the time they are delivered to the Renter's address, until the time they are returned back to RENT MY WEDDING. RENT MY WEDDING will test all Products before they are shipped out to ensure all items are in proper working order. Renter must notify RENT MY WEDDING of any problems with rented Products by sending an email to Orders@RentMyWedding.com within 48 hours of delivery. Failure to provide timely notice to RENT MY WEDDING of any problems with rented Products, including non-working or missing Products, will result in a waiver of any such claim by Renter. RENT MY WEDDING does not bear liability for Products left unattended.

6. Warranties, Representations, and Indemnification

Renter hereby acknowledges that the rental Products are of a size, design and quantity selected by Renter and that RENT MY WEDDING has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the rental Product for Renter's specific uses or applications. RENT MY WEDDING will not be liable to Renter for any loss or damage caused directly or indirectly by the rental Products and rental service, by any inadequacy thereof, or defects therein. Renter will indemnify RENT MY WEDDING and hold harmless against any claim, action,

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damages, and liability, including attorney's fees, arising out of or connected with Renter's use of the rental Products or Renter's use of RENT MY WEDDING rental service.

7. Lost, Stolen or Damaged Products

Renter agrees to return RENT MY WEDDING property in the same condition as when it was received. Renter agrees to full financial responsibility should the rental Products and/or any of the components, parts, or supplies be stolen, lost, damaged, destroyed by fire or any other means, or altered in any way, other than normal wear and tear. Normal wear and tear includes minor scratches, or similar minor damage.

Additionally, Renter agrees to return RENT MY WEDDING Products in the same or comparable packaging in which it was received, to ensure Products are not damaged while in transit for return shipping. RENT MY WEDDING will provide the necessary packaging materials. If Renter misplaces the packaging materials, Renter should contact RENT MY WEDDING for instructions on how to package items for return.

Renter's digital signature authorizes RENT MY WEDDING to bill the cost of repair/replacement Products and any late charges to Renter's credit card.

8. Governing Law and Choice of Forum

This Agreement is governed by the laws of the State of Texas. In the event of any dispute concerning this Agreement or the products rented hereunder, including any breach of this Agreement, suit may be brought only in a court of competent jurisdiction in the State of Texas.

9. Payments and Cancellation Policy

A. Payments

Unless otherwise agreed, payment in full is due 30 days prior to the Event Date. Renter's digital signature indicates Renter's authorization to charge credit card for the amount displayed on the order form.

B. Cancellations

Renter may change or cancel any order anytime up until the package is shipped out. A full refund will be provided within 2 business days of the cancellation notice. No refunds are available once the Products have been shipped out. (The ship date is typically 5 – 10 business days prior to the Event Date, depending on Renter's shipping address. Renter may contact RENT MY WEDDING to confirm the specific ship date for his/her package.)

To cancel an order, Renter should contact 1-800-465-8020 or orders@rentmywedding.com and provide the order number and billing address.

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10. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

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