

## Rental Agreement Terms and Conditions

**PRICING:** Rental prices are based on a one-week rental price. Additional rental weeks beyond the first week are billed at ½ of the first week's rental price. Minimum rental period is (3) days and is billed as the first week's rental price less 10%.

**ORDER CONFIRMATION:** Orders MUST be confirmed with a signature on the reservation to initiate preparation of the order. Orders will not be pulled or prepped until client's signed reservation is received along with a signed copy of this rental agreement. FormDecor reserves the right to charge a rush fee for orders not confirmed within (5) days of the scheduled ship date.

**PAYMENT TERMS:** Full Payment and Deposit must be received (10) days prior to shipment. For orders placed within (10) days of scheduled ship date, payment is due upon receipt of Reservation Invoice. FormDecor prefers payment by company check, but also accepts Visa, Mastercard and American Express. International clients paying by wire transfer must add any fees charged by their bank to the order total, as FormDecor will not assume responsibility for wire transfer fees.

**DEPOSIT REQUIREMENT:** Deposit required for **Rental Property Value** via credit card information held on file or separate company check to be held until rental is completed. Checks held as a security deposit will be sent back to client within (14) days after rental property has been returned and all terms of the rental agreement have been met, including payment of any outstanding balance.

**CANCELLATION POLICY:** Orders may be cancelled up to (10) days prior to ship date with no penalty. Cancellations within (7) to (10) days of the scheduled ship date will incur a 15% restocking fee. Cancellations made within (7) days of the scheduled ship date will incur a **minimum** 15% restocking fee. Cancellation fee shall not exceed 50% of the order total, determined by the extent of labor already applied to the cancelled order and at the sole discretion of FormDecor. There will be no refunds given for cancellations received on or after ship date.

**INVENTORY TRANSFERS:** If inventory must be transferred from one branch to another to fulfill an order, the client will be advised of this requirement. Payment must be received before an order will be prepared for transfer shipping. Once the transfer has been initiated (prepping and/or shipping), the costs associated with the stock transfer will not be refunded, regardless of the cancellation date.

**INSPECTION:** Client is responsible for inspecting furniture immediately upon taking possession, including instances where a client has sub-contracted an outside carrier to manage pickup and delivery. Client or their agent is to report any discrepancies immediately to the FormDecor sales staff. FormDecor will make best possible effort to remedy the situation as soon as discrepancies are reported. However, FormDecor shall not be liable to lessee for any loss, damage or liability resulting from the use of its rental property or from the condition of said property.

**PACKING MATERIALS:** Client is responsible for return of all slipcovers, blankets, dollies and pallets marked with FormDecor logo, or replacement charge will be billed on final invoice.

**DAMAGE & LOSS:** Client is responsible for returning rental property in clean, working condition. FormDecor will prepare a Final Invoice once the rental order has been returned and any damages and/or losses have been assessed. The Final Invoice is due (10) business days from the date it is prepared and transmitted to client. Unless alternate payment arrangements are made, FormDecor reserves the right to apply client's security deposit toward the payment of any outstanding balance that remains after the invoice due date has passed.

**INDEMNITY:** Client shall indemnify FormDecor against all claims (including attorney's fees) and judgments arising directly or indirectly from FormDecor services or the rental of FormDecor property.

**APPLICABLE LAW:** This agreement shall be governed and construed by the laws of the State of California.

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_