



2023 Harney Street
Omaha, NE 68102

Rental Agreement

Pricing and Product Availability:

Price quotes are good for (14) days from the proposal date. Products are only held with a signed contract and a 50% deposit.

Rental Dates:

Weekend orders may be picked up on Friday between 9:00 am – 5:00 pm and are due back on Monday between 9:00 am – 12:00 pm. We are closed on Saturday and Sunday. Please contact us if special arrangements need to be made.

Weekday orders may be picked up the day before an event and are due back the following day.

Please call with special circumstances or if you need special help. Holiday/holiday-eve or additional days may incur additional charges or an additional day's rental fee without prior approval.

Required Deposit / Paperwork:

Rental and floral services require a signed Customer Agreement, a 50% deposit, and a valid customer credit card to be kept on file. Final payment with changes, substitutions and final counts are due two weeks prior to the event. Some items may be ordered or customized just for your order.

Customer changes within (6) weeks of your event may incur additional charges. These items will be designated on your event order.

Delivery Fee:

Our delivery charges begin at \$50.00.

A \$500.00 minimum order is required to make a weekend delivery.

The delivery fee is calculated based on the number of items, bulkiness, delivery location, and date/time of delivery. All vases, containers and packing materials must be returned with your order, or fees will be assessed. Items must be gathered and ready for loading following event. Delivery includes drop off on Friday or over the weekend and pick-up on Monday. Weekends, holidays, and weekday pick-ups after 5:00 pm will incur additional fees. Items must be stored indoors, in a secure location until pick-up. If items are not available or accessible upon pick-up, another day's rental fee will be charged, and the customer may return the items, or schedule another pick-up time. If you, the renter, will not be available during pick-up, it is your responsibility to coordinate with the venue to ensure all items are gathered together in a correct location. If customer has elected to not pay for setup charges, then you must provide all setup. If customer elected for no tear down, then all items must be torn down by customer, and placed into the appropriate boxes. Tables and chairs must be broken down and stacked.

- Round Trip Delivery: Delivery fees are assessed based on a two-trip basis (one to deliver and one to pick-up). If additional trips are required, you will automatically be billed. If your ceremony and reception are in two separate locations, additional delivery fees will apply. A responsible party (you or another adult (21) year of age or older) must be present upon delivery to sign the delivery slip and accept the items suitable for use. Any services added at that time will be charged to your account.

- Extended Load In/Out or Non-Standard Deliveries: Standard delivery fee includes drop off at the lowest level of the structure. Certain job sites require labor intensive load in/out (including elevators and stairs) and these logistical details must be arranged prior to your event. Please be sure to mention all these details to be sure we provide you with an accurate

quote. Labor intensive deliveries range from an additional \$50 - \$200. Please be specific about the delivery details of your location prior to making the reservation. If de la Torre Event Design discovers a special delivery situation upon arrival, the credit card on file will be charged automatically.

- Return Pick-up: If items are not accessible upon pick-up, an additional day rental fee and additional trip fee will be charged, regardless of fault. Client has the option to return items to store to avoid this fee. It is not de la Torre Event Design's responsibility ensure the items are ready for pick-up or to locate missing items. If items are not returned within (3) days, replacement fees will be assessed on top of the rental fees. No refunds, no exceptions.

Set-Up Fees:

This fee includes the setup or installation of the rented item and/or applying only the decorations that WE PROVIDE. Fees are based on total number of items, assembly time and decorating involvement. We do not install or decorate with items that were not provided by us. The set-up fee does not include breakdown, cleanup or removal.

A tear-down service is available for an additional fee.

Client Set-up:

If you opt to perform the set-up yourself, all rented items including accessories and small parts must be placed back into proper containers, and cleaned if necessary (example: candles, candle holders, table crystals, vases, risers, catering accessories, etc.). Please do not leave water in your vases and do not discard small rented items. All vases, containers, boxes, totes, and packing materials must be returned to avoid replacement fees.

Late Returns:

If items are returned late, the customer will be charged for an additional day. If items are not returned within (3) days and customer is not able to be reached, replacement fees will be assessed and charged to the credit card on file.

Communication is important.

Pick-Up Rental Requirements:

Rentals must be picked-up in a secure vehicle. Items must be returned on your due date to avoid additional charges. Any items missing upon return are automatically charged for replacement or late fee (additional day). Client is to inform us upon arrival if something is damaged or missing.

- Bulky order pick-up (columns, candelabras, etc.): Bulky orders must be picked-up in a van, enclosed trailer, or box truck with clean moving blankets, and tie-downs. Customers can rent moving supplies from de la Torre Event Design if they do not have any.

- Small order pick-ups: Small orders may be picked-up in a car or vehicle of choice, but all items must be in the enclosed portion of vehicle.

- Tables and chairs: Tables and chairs must be picked-up in an enclosed vehicle, van, enclosed trailer, or box truck. No flat-bed trailers allowed for ANY order, no exceptions. Any client arriving in a flat-bed trailer will be denied rentals and will not be eligible for a refund. You may request a last-minute delivery and we will do our best to accommodate you, but there are no guarantees.

Damaged / Missing Items:

Renter assumes full responsibility of item upon possession and agrees to pay full replacement cost for lost or damaged items.

Pricing Policies:

Rental prices are subject to change without notice. Price quotes are valid for (14) days. Discounted rates available for florists, caterers, and event planners.

Weather Related Issues:

de la Torre Event Design does not issue refunds for any reason, including inclement weather. Should bad weather or wind become an issue, de la Torre Event Design reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate and indoor function. The client assumes all risks and hardships involved with having an outdoor event. Please discuss "Plan B" with your coordinator. de la Torre Event Design is not responsible for revising your event design the day or two prior to your event, should inclement weather be ensuing. It is our desire that your event go as smoothly as possible. However, if you choose to chance the weather, the client assumes full responsibility for wind and weather damages. If de la Torre Event Design 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.

Payment Terms

Credit Card Terms:

A valid credit card must be kept on file for the responsible party. 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 additional items are requested or required. If a credit card payment is made in our office without the card present, de la Torre Event Design will add a 3% processing fee.

Check Terms:

Check payments must be received by our office (14) days prior to event date. Check payments are not accepted the week of the event. If you submit a check that is subsequently returned, you will be required to pay in cash or credit card only. A \$30 fee is assessed on all returned checks.

Payment for Damaged / Missing Items:

When you return your items on Monday or Tuesday, the warehouse manager will check the items in but is not responsible to check for missing or damaged items. This will be done by our warehouse manager and you will be notified by phone of any missing or damaged items within (7) days. de la Torre Event Design will notify you within one week of the event if damages are discovered, or items are found to be missing upon sorting, laundering and counting. Damaged items are discarded within (10) days unless the client requests to come pick them up. After (10) days, the client gives up rights to the item(s). Photos of damages will be submitted as proof upon request. If damaged items are not paid for within (7) days, the credit card on file will be billed, unless payment arrangements have been setup with the owner.

Orders and Changes:

All order/service changes must be placed in writing via email as to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email. Additional services require an appropriate deposit and will be charged to your credit card 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 upon delivery, pay with cash, or the credit card will be billed automatically. Substitutions are allowed with a (14) day notice. No substitutions are allowed within (14) days of the event without prior written approval. Items may be allowed based on availability.

Cancellations:

Please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rentals and services for your event date, and thus all payments are non-refundable. All services may be cancelled if received in writing no later than (30) days prior to the event. You would not be obligated to pay the balance of your invoice, unless you placed a special order for an out of stock item which was purchased specifically for your event. In such cases, you would be contractually bound to pay the balance due on the account. Consulting

packages contain services that are rendered on a daily basis leading up to the event and must be paid in full, even if the event is cancelled. A credit in the amount of the deposit will remain on file if the event is postponed.

Photography Release:

By signing this agreement, you give de la Torre Event Design permission to use the photos that we take at your event on our website and advertisements, materials, etc., with the understanding that you will not profit from them in any way.

Non-Payment / Breach of Contract:

No services contained in this contract will be rendered, delivered, or available if balance is not paid in full prior to your event. The last day to remove items from your order or cancel your order is (2) weeks prior to your event.

- For Individuals: No payments will be accepted beyond the event date. No exceptions!
- For Corporate Accounts: 50% deposit required, final payment due within (7) days of the event. If one payment is late, payment extension privileges will be suspended.

The following circumstances are considered a breach of contract:

- If payments are not received by the due date, and 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, de la Torre Event Design will consider your rented items and services available for another client's use. de la Torre Event Design is not contractually obligated to accept payments beyond the due date, nor refund previous payments. We will schedule another client's event on your event date if we have been unsuccessful in contacting you or obtaining a response from you regarding payment. We will attempt to contact you using all phone numbers and email addresses. You will not receive a notice in the mail. We understand

that some things happen which are out of your control and we will work with you if you experience difficulty. It is possible to modify your contract but must be approved by de la Torre Event Design. Communicate with us!

Service Guidelines

Outside Decorators:

If you, your family members and friends are opting to decorate yourself, or use your own decorator, such person(s) are also required to abide by our guidelines, but you (the client) will be held responsible for damaged or missing items.

Cleaning / Preparation and Room Readiness:

If, upon arrival, de la Torre Event Design discovers that tables, containers or other items require cleaning before we can properly setup your rentals, de la Torre Event Design will charge your account for cleaning and preparing the necessary areas/items. Or, de la Torre Event Design may have to simply drop off items and proceed to another event with no refunds being issued for paid set-up fees.

- Example 1 - Tables that have beverage/food debris must be cleaned before we will install table linens. We will not install linens on soiled or damaged tables, as they may stain or snag. Please check with your service provider prior to booking your event to ensure proper preparation.

- 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, de la Torre Event Design 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 try to perform our contractual obligation with you to complete the setup portion of your order. 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. Your account will be charged for the additional labor 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.

Candelabras:

Candles are not included with the rental. Only drip-less or LED candles may be used on our candelabras. If candelabras are returned with wax residue, a \$25 cleanup fee per candelabra will be assessed. Unity Candles are keepsake items and are not included with Unity Stand rentals. Wrought Iron Candelabras do not include pillar candles.

Self-Clean-up:

All items must be free of debris and liquids before returning. Catering items must be cleaned before returning. Please discuss these services with your food provider. If the items are left in a full/dirty state, de la Torre Event Design will charge a fee of \$25 per item. Deep cleaning of catering items is performed by de la Torre Event Design using professional means and the items are not to be dismantled by you or your food provider.

Misuse of Items:

Upon pickup or delivery, if de la Torre Event Design perceives that misuse will occur, we will NOT leave the items and no refunds will be issued.

When you sign your order at pick up you are signing that you have received all of your items in good condition. You are also agreeing that the items are the correct items.

Invoice # _____

Renter Name: _____
Renter Address: _____
Renter Phone: _____
Renter Email: _____
Event Date: _____

Pickup & Delivery Information:

I would like my order delivered: YES
I would like my order set up
by de la Torre Event Design: YES
I would like my order broken
down by de la Torre Event Design: YES

Delivery Address: _____
Delivery Date: _____
Delivery Time: _____
Delivery Notes: _____
Contact Name: _____
Contact Cell: _____

Order Terms and Conditions:

Orders placed are subject to a 50% cancellation fee, even if the credit card payment has not been processed. Customer agrees to the Rental Terms and Conditions. Final Selection / Counts and cancellations must be received no later than the Friday two weeks prior to the event. **ALL PAYMENTS ARE NON-REFUNDABLE.**

Signature: _____
Printed Name: _____
Date: _____