

Events with Design
1007 Commercial Drive
Lawrenceburg, KY 40342

**Client Contract for services and equipment lease agreement
Terms and Conditions**

******Events are not booked until this completed contract and deposit are received. ******

Contract Date: _____ Event Date: _____

Booking Client (Person who is financially responsible) _____

Address _____ Phone _____

_____ Email _____

Wedding couple

_____ & _____

Address _____ Address _____

Phone _____ Phone _____

Email _____ Email _____

Location

Event Venue: _____ Contact _____

Venue Address _____ Phone _____

_____ Email _____

_____ If not an contracted rental venue, then the property owner must also sign the contract terms

Event Coordinator

Company _____ Type of vendor _____

Contact person _____ Email _____

Phone _____ Authorized to make order changes _____ Yes _____ NO

_____ client signature

Event times

Ceremony start time _____ Reception start time _____

Vendor set up time _____

Breakdown time _____

**** If after hours, additional fee will apply ****

Delivery/Pick up. Delivery is made to the closest point truck can park. Extra charges will result in deliveries are to upstairs, elevator, or any point where extra time is involved. Set up and break down services are included for items quoted during normal business hours. Additional charges will occur for after hour services based on the time scheduled for pick up. Events that run late from the scheduled pick up will also incur a waiting time fee of \$35 per man hour.

Current after hours fee - addition to delivery fee

7pm -9pm \$85 9pm - 11:00pm \$170 11pm - 6am \$300

This agreement entered into on _____ between Events With Design, LLC (**EWD**), and _____ (**lessee/client**) for services and rental equipment outlined in estimate # _____ attached, in accordance with the following agreement.

Lessee to include : The Booking Client and the wedding couple, as well as any 3rd party they request to provide additional payments for services, such as parents or relatives.

Date reservation. Contract is for the day of one event and includes set up and breakdown days as needed. Request for additional days for the event or secondary event are subject to additional fees. EWD reserves the right to adjust setup and breakdown dates and/or times to fit its schedule. Additional fees may apply for locations that require immediate breakdown after event, or any other surcharges to vendors. ****Clients may not “share” or sub-lease with other client events at the same location. ****

Payment Due Date. Estimated charges of \$_____ due in full prior to event as follows:
*****Payments are **non-refundable** once received, regardless of order changes*****

- Due with Contract signing \$ _____ (25% of estimate)
- Due within 60 days of event \$ _____ (Additional 50% of estimate or updated order if changes are made)
- Due 7 days before event \$ _____ (Balance of updated order)

** After final payment, any additional charges for order updates or fees for damage or loss will be invoiced for payment within 10 days. All outstanding balances past 10 days will be subject to late fee.

Payment form. Paper check or Echeck are preferred methods of payment. Credit Card payments may be accepted if necessary for the full invoice amount only and will include an additional fee of 3.5% of the charges. Any checks returned insufficient funds, will incur a \$35 fee.

_____ **I have read and agree to payment schedule**

Cancellation and order changes

Any changes to the order must be in writing, however “day of event” changes if necessary may be verbal. Changes within 7 days of event will be additions only, no reductions will be accepted. Client/lessee agrees to payment in full for any changes or additions to the order. No funds will be refundable once received regardless of order changes.

EWD reserves the right to deny changes to the order or provide additional services that can not be reasonably performed in the time frame allotment scheduled for the event set up. Any request that are unsafe or illegal will also be denied.

Cancellation of the event by the client will result in the forfeit of all prepaid amounts as outlined due above. Notice must be given in writing by both clients listed in this contract. The contract may be rewritten with one client removed if necessary.

EWD reserves the right to cancel this contract should the clients not follow the payment schedule.

Exception to cancellation policy for ceremony chairs only. Orders for only outdoor ceremony chairs that are cancelled due to weather the day of the event will be refunded 50% of the invoice as long as the chairs have not been delivered and set up. Once the chairs are on location, no refund will be give regardless of use.

I have read and agree to cancellation policy

Set up/take down. EWD will set up and take down all of its equipment with the exception of table settings(dishware). Take down/breakdown/disassembly/removal without permission is prohibited by anyone including the lessee, venue employee, other vendor or their employees. Lessee will be responsible for all damage that might occur, as well as labor to reassemble due to incorrect handling.

Table Settings.

EWD will put on and take off the table cloths. Other table settings will be drop off only. Client or Catering staff will be required to “set” the dishware as well as remove, clean and repack.

Cleaning -China, glassware, and flatware must be returned rinsed and repacked properly in crates provided or additional charge will be assessed. Vintage flatware pieces must be washed and dry before repacking. Any event that takes place where there is no available water will automatically have a cleaning fee of \$150 added to the order (food must still be remove from dishware).

All linens should be left on the tables to dry and be free of waste at the time of pick up when possible. A laundry bag will be left to place the napkins and dirty linens if EWD is not providing take down. **Do not roll up or place wet linens in any bag-**mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears you will be charged the replacement cost of the linen. Client nor catering staff may not use napkins as cleaning rags for dirty dishware, client will be charged replacement for napkins with excessive amounts of use.

Sparklers and candles. All candles should be placed in or on a container that will collect dripping wax. Any heat source should be kept away from table cloths at all times. Sparklers should be kept away from rental items at all times as the sparks and hot wires can damage cloths and tables. Client will be responsible for replacement of any damaged cloths or cloths with excess wax spillage.

Dirty, damaged, or lost equipment. Lessee agrees to pay for any lost, missing, or damaged rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of EWD. Lost includes all types of theft or mysterious disappearance. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty. Equipment lost or damaged beyond repair, will be paid for by Lessee at Replacement Cost. The cost of repairs will be borne by the Lessee, whether performed by EWD or at EWD's option by others. EWD recommends the client purchase event insurance to cover equipment damage.

Return of equipment. Lessee shall responsible for all losses or damage to the equipment from the time of delivery until picked up by EWD. Lessee right of possession terminates on the expiration of the rental period. Any extension must be mutually agreed upon in writing.

Electrical power/lighting/utilities. Lessee agrees to furnish EWD access to, and the right to use locations utilities, including electrical and power lines, water and restrooms for and during the instillation, operation and breakdown of the rented equipment.

Title and ownership. The leased equipment shall at all times be and remain the sole and exclusive property of the EWD. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. EWD shall have the right to display notice of its ownership of the equipment by display of identifying markings and Lessee agrees that it will not remove or cover such markings without the permission of EWD. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of EWD.

Replacement of malfunctioning equipment. If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify EWD. EWD will repair or replace the equipment with similar equipment in good working order if available, and if the defect is a result of normal use. EWD is not responsible for any incidental or consequential damage caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.

Inspection. Lessee is responsible for inspection of equipment at the time of delivery or set up and to notify EWD immediately should any items not meet his needs or is defective. Lessee will be responsible for all fees and labor charges should additional equipment be needed after initial setup.

Warranties. There are no warranties that the equipment is suited for the customers intended used, or that it is free from defects. No warranties of any type are express or implied.

Hold Harmless agreement. Lessee shall defend, indemnify and hold harmless EWD, it's employees, agents, and subsidiaries from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of lessee, lessee's employees, and agents of Lessee or Lessee subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by EWD in defending suit or actions involving liabilities covered by the indemnification provision in this paragraph.

Inspection by EWD. EWD shall at all times have the right to enter any premises where the equipment may be located for the purposes of inspection, observation of use, or to remove it from the Lessee's premise.

Force Majeure. The performance of this agreement by EWD is subject to acts of God, government authority, disaster, strikes, civil disorder, or other emergency which makes it illegal or impossible to provide the agreed services. EWD will make all reasonable effort to relocate or reschedule if possible. Lessee shall still be liable for payment in full of all charges.

Collection of cost. The Lessee agrees to pay all reasonable collection attorneys and court fees and other expenses involved in the collection or enforcement of the EWD rights under this contract.

Insurance. EWD recommends all clients obtain event insurance naming EWD as an additional insured. Any order with a tent or rentals over \$3500 are required to obtain a policy with replacement coverage on all rental equipment in addition to liability coverage. Proof of coverage must be supplied by clients with 60 day payment.

Tenting. If tents are on the order, a separate contract page is required

_____ **I have received and agree to the tent contract**

Electronic signatures. This agreement may be signed by the parties and sent by electronic transmission to hold the date. However, EWD must receive a hard copy within 7 days in order for the contract to be fully executed.

Receipt of any payments from the clients constitutes agreement of the contract terms and constitutes a binding agreement between the clients and Events with Design.

Booking Client Name

Signature

Date

Wedding Client Name

Signature

Date

Wedding Client Name

Signature

Date