

LA VIE POSH RENTAL PROPS & DESIGN SERVICES CUSTOMER AGREEMENT

Please make sure to read the Terms and Conditions and Frequently Asked Questions before signing. This document sets forth the agreement between LA VIE POSH and _____ (“Customer”). All LA VIE POSH items are rentals. There is a minimum rental order of \$100.00. LA VIE POSH is not liable for any damages or injuries that occur to you, event attendees or your property while using our equipment, décor or props.

Event Schedule (Please fill in only the highlighted fields and check the box to indicate your acceptance)

Date: _____ **Event Start Time:** _____ **Event Ending Time:** _____

Event/Delivery Location: _____

Items **Pick-Up** Date and Time: _____ Items **Return** Date and Time: _____

Terms and Conditions

By signing this Customer Agreement, Renter has read and agrees to the Terms and Conditions Annex I – Subdivision A, available to the customer at www.lavieposh.com under the page forms.

Payments and Security Deposit

To secure your event date there is a \$50.00 fee that is non-refundable. A 50% deposit is required upon confirmation of the order. Once you place your rental order an invoice with the itemized rental list is sent to you. There are NO subtractions/revisions to the rental order. You can only add items to the order if they are available for the date of your event. **Deposits are non-refundable after order confirmation.**

Customer must pay the remaining balance in full a month prior to the event. If the event is within a few weeks or days, the balance is due in full. A credit card will be required on file to secure the order as well as during the rental period. A security hold will be needed (amount to be determined) depending on your total rental order. This security deposit must also be paid at that time. The security deposit will be returned to Customer, provided that all props are returned to LA VIE POSH in their original condition.

There will be a \$25.00 Fee for any bounced check. There will be a \$50.00 or more fee for any broken, missing Chipped or damaged prop/décor. LA VIE POSH shall have the right to use all or part of any security deposit given by Renter to remedy any default by Renter or to compensate LA VIE POSH for damage to the Property.

Damage and Loss

In the event that equipment, décor or props provided by LA VIE POSH is damaged or lost due to the actions of event attendees or of staff not employed by LA VIE POSH, renter agrees to pay for all repair or replacement up to the full valued of the lost or damaged items, including shipping and handling. Damage or loss will be assessed within five (5) days of return and presented in a separate invoice payable within fifteen (15) days. All visible damage will be photographed on site whenever possible. LA VIE POSH will provide a documented damage/loss report with costs included within three (3) days after the event. Customer must pay for the damage or loss upon receipt of the LA VIE POSH report.

All rental orders must be checked in and must be signed back in when returned by the client or if picked up by LA VIE POSH employee. The client is responsible to rent the items and return them in the same order they picked up or the rentals were delivered/returned intact and in order as listed in the itemized rental order. Once our rentals leave our studio if at any time your event is canceled by you for whatever the reason (weather/family emergency/sudden cancellations/unplanned situation or events- any remaining balance must be paid in full on the date of your event. No credit will be given for another date. A \$40.00 restocking fee will also apply when orders are canceled. Any failure to comply with this will result in legal action(s) taken.

All clients will receive an itemized rental list with rental product description and summary. Any event which requires pickup anytime after 10:00 PM the same day of delivery will be charged an additional “EXPRESS FEE” of \$100.00 for after-hours pickup.

Initial _____ **Date** _____

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Pick-Up, Returns and Delivery of Items

Rental pickup times will be specified in this Customer Agreement and Invoice as well as all Rental returns. Rentals are due back within 24 hours or as specified on Customer Agreement and Invoice. Renter shall return items or have them ready for pick up on the date and by the time specified on Customer Agreement and Invoice. Additional daily rental fees will apply for late returns. The security deposit will be returned to you unless there are broken/missing/damages to our rentals. Client shall inspect the Rental Items upon pickup, arrival and/or upon installations. Client shall be deemed to have accepted the Rental Items in their "as is" condition. Linens and drapes must be dry before being placed in bags or they may mildew or be otherwise damaged. Cake Stands, Raisers, Jars and trays must be cleaned before pick-up. Cleaning fees may be charged if additional cleaning is needed. LA VIE POSH will NOT dispose of balloons. The Customer is responsible for disposing of all helium balloons and balloon garlands.

Changes to Order

Any changes to the equipment, décor or props after placing an order, including deletions, will result in additional costs. Customer may not exchange or substitute items in one category for items in another category. LA VIE POSH goods are not interchangeable.

Order Cancellation

The customer has 24 hours after placing an order to cancel the order and receive a full refund. After 24 hours LA VIE POSH will not issue a refund of the deposit or 50% total invoice balance. Customer can cancel at any time prior to the Event Date, however, there is a \$50.00 restocking fee applied for all cancelations. If Customer booked the date within two months or more from the Event date the deposit will not be refunded or returned. If Customer booked the date within a few weeks from the Event date 50% of the total invoice will not be refunded or returned.

Social Media

You consent LA VIE POSH to take video and/or photograph your event. You agree that any photos or video taken by LA VIE POSH of your event are the sole property of LA VIE POSH and may be used for any and all purposes including advertising, social media and marketing.

I AGREE & HAVE READ THE ATTACHED TERMS AND CONDITIONS ANNEX I-SUBSECTION A, PROVIDED TO ME ONLINE AT WWW.LAVIEPOSH.COM UNDER THE FORMS PAGE. PLEASE CHECK BOX.

Agreement Acceptance

To accept this agreement, please sign below and deliver or email the signed document along with your deposit to: lavieposh@gmail.com Or: LA VIE POSH
22449 Linden Street
Hayward, CA 94541

Accepted by:

Client signature: _____ Date: _____

Printed name: _____

Title and company (if applicable) _____

Street address _____

City _____ State _____ Zip Code _____

Accepted by:

LA VIE POSH

Signature _____ Date _____

Elizabeth Maciel, Owner