



Uncle Buck's Party Rental 3160 Haggerty Road, West Bloomfield, MI 48323 248-666-5432

Rental Agreement Terms and Conditions

Acceptance: This Rental Agreement along with the Reservation Contract, detailing the goods and services Uncle Buck's is to provide is fully enforceable by both parties when accepted by the Customer. Acceptance by the Customer may be done so by signing the Contract, acknowledging the terms and conditions in a return e-mail, by making payment on the Contract, or by acceptance of the goods and services for the Customer's use.

Charges: Rental rates are as stated on the front of the Reservation Contract. All charges are for the rental period as stated in the Contract. Customer pick-ups and returns that are not returned within 24 hours of scheduled due date will be charged an additional full rental. Sales and Use taxes of 6% are collected for remittance to the State of Michigan for all non-food sales and rentals that take place in Michigan and we will charge 6% damage waiver and a delivery and/or set-up fee depending upon the order which varies by zip code and the scope of the work requested by the Customer.

Payment: A deposit of one-half of the total Contract amount is required at the time of making a reservation unless waived by Uncle Buck's. The amount paid is a non-refundable deposit and the Customer is entitled to a credit only if cancelled 30 days prior to the event date. Any cash refund will be made at the discretion of Uncle Buck's. Payment for any balance due on the Contract is due prior to delivery.

1. We accept MasterCard, Visa, Discover, American Express, cash or personal check for payment. The Customer acknowledges that they have read the contract documents in their entirety and that they are aware of the terms and conditions of this Agreement. When the Customer has volunteered a credit card as the form of payment, a 10% charge will be made to the customer for any reversal of said credit card payment initiated by the Customer or Uncle Buck's.
2. If payment is made by check and it is returned or dishonored for any reason, Customer reauthorizes the amount of the check plus an administrative processing fee of \$35.00 for each returned item. If extended payment terms are granted and not met, the Customer agrees to pay all collection costs, including reasonable attorney's fees and expenses if Uncle Buck's is forced to seek other means of payment on said debt.
3. Account Receivable customers agree to pay the balance due by the 10th of the following month. If payment is not received by that date, a minimum of 1% of the outstanding balance or \$5.00 will be added to the liability for each month a balance is outstanding and until the balance due is paid in full.

Security Deposit: Your credit card information has been voluntarily provided to Uncle Buck's. This Agreement shall serve as your authorization to charge any amounts due for any unpaid rental or sale due prior to delivery and any additional labor and/or replacement charges incurred after the completion of the event for which the Customer may owe. The Customer guarantees full payment for all charges under this Contract. In the event that the credit card charges are declined, the Customer agrees to pay all balances due at once.

Delivery and Use: Unless specifically provided for, delivery times are approximate and Uncle Buck's will generally commit to a (4) hour window of time for delivery or pick up. The Customer understands that during peak times of activity, typically May, June, July, or August our delivery schedules may be altered due to a high volume of work. Uncle Buck's will use their best efforts to meet agreed times for delivery and pick-up, however, the Customer agrees to reasonably accommodate Uncle Buck's with regard to scheduling delivery and pick-up times when asked to do so. Upon arrival, our personnel will neatly stack all items delivered in a convenient location for the Customer's use. The storage location must be reasonably proximate to the point of delivery for a normal delivery. Tents will be set-up in the agreed location or in the location the Customer designates when a site survey has NOT been made prior to delivery as long as the delivery personnel agrees to that location. Additional delivery charges will be incurred for deliveries to locations that are difficult to get to, public venues, up or down stairways, require the use of elevators, steps or difficult terrains to traverse, or other conditions that impede the delivery team and effort. The judgment of the delivery person shall be used when assessing said locations and the degree of difficulty. IF THERE HAS NOT BEEN A DISCLOSURE OF POTENTIALLY DIFFICULT DELIVERY CIRCUMSTANCES PRIOR TO ISSUANCE OF OUR CONTRACT, THE CUSTOMER AGREES TO PAY AN ADDITIONAL DELIVERY AND/OR PICK-UP CHARGE



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BASED UPON THE ASSESSMENT OF UNCLE BUCK'S. Additional trips to pick up items not available at the scheduled pick up date and location will result in an additional pick up charge and potentially an additional rental may also be due. All food related items including but not limited to china, silverware and utensils, shall be rinsed free of food and placed in their original delivery containers where possible for return. Linens shall be shaken free of all debris and returned in the linen bags provided and stored in a dry location until picked-up or returned. Damaged linens will be charged to the Customer as sold. Tables and chairs should be stacked for pick up, as they were provided at delivery unless we have agreed to set-up and/or take down your tables and chairs. Items not meeting these conditions will subject the Customer to additional pick-up charges. The responsibility for all rented items belongs to the Customer from the time of delivery until possession is returned to Uncle Buck's or our agent. Please be sure equipment is properly secured when not in use. Wooden tables and other equipment are to be protected from the weather, sprinklers, and theft or misuse.

Condition: The Customer agrees they have counted and inspected the delivered equipment prior to their use and it was found to be in good working order and at a correct count unless otherwise noted on the delivery contract. The Customer agrees that in the event the equipment becomes unsafe or in a state of disrepair, they will discontinue its use and immediately notify Uncle Buck's of any damages, otherwise it is assumed that the damage occurred during the Customer's use. Uncle Buck's will have the option to replace, repair or credit any item deemed not safe for use by Uncle Buck's. The equipment will be returned at the time stated, in the same condition in which it was received. The Customer agrees to pay for any damage beyond ordinary wear and tear that the property sustained including up to, replacement of the equipment.

Liability: Uncle Buck's is the owner but not the manufacturer of the rental equipment which we rent. No warranty against defects in material is expressly given or implied. Permission is granted for its use by the Customer and their guests during the time period specified, at the location specified in the contract. Ownership shall remain with Uncle Buck's and only the named Customer and their guests are authorized to use the property. Insurance endorsements will be provided upon request of the Customer.

Cancellation: Recognizing that Uncle Buck's foregoes taking reservations for other rentals and sales for said items when reserved for the Customer, Uncle Buck's will provide a credit only for contracts that are cancelled more than 30 days prior to the planned event date. An in store credit will be provided at the discretion of Uncle Buck's good for 1 year from the date of the original event which was cancelled. Should the Customer not use that credit within the specified period, the credit is deemed "earned" by Uncle Buck's at that time and no further credit shall be provided to the Customer. Credits are not transferable to any other third parties.

Acknowledgment: The Customer acknowledges and agrees to the terms and conditions as stated by signing below, by e-mail acceptance, by making payment and/or by using the equipment and supplies as provided for in the Contract.

Situs: This Contract is to be governed under the laws of the state of Michigan and any legal action is to take place within Oakland County, Michigan.

Signature: _____ Date: _____

Lessee

Uncle Buck's Party Rental

Lessor

Revised January 2014