



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

Internet Rental Agreement

Acceptance: This Internet Rental Agreement along with the Reservation Contract (collectively, the Contract), detailing the goods and services Uncle Buck's Party Rental is to provide is fully enforceable by both parties when accepted by the Customer and Uncle Buck's. Acceptance by the Customer may be done so by signing the Contract and returning to Uncle Buck's or by acknowledging the terms and conditions in a return e-mail. The Customer is responsible for ensuring that any linens, chair covers, napkins, and/or sashes (Rental Items) are suitable for their use at their intended location. Upon request and payment of a separate fee, Uncle Buck's will provide a sample of the Rental Items which must be returned along with the rest of the order. If not returned, the Customer will be charged the full replacement value of the Rental Items provided or, at Customer's own expense, ship the samples back to Uncle Buck's.

Charges: Rental rates are as stated in the Reservation Contract for the rental period. For Customers who live in and receive their shipment in Michigan, Sales tax of 6% will be collected for remittance to the State of Michigan. If the Rental Items are shipped to a jurisdiction outside of Michigan, no Sales or Use Tax will be collected on the rental. Any such state's Sales or Use tax liability will reside with the Customer. Uncle Buck's will charge a 6% damage waiver and a delivery fee depending upon the delivery destination, weight, and box count to your delivery zip code. The Customer is responsible for paying the shipping fee to Customer's location and Uncle Buck's will pay for the return shipping. All charges must be paid in full and collected by Uncle Buck's before the shipment date. If payment is not made within this time frame, the Customer accepts responsibility for any delay in shipment.

Payment: For orders placed 30 days or more prior to the event date, a deposit of 50% of the total Reservation Contract amount is required at the time of placing an order. Payment for any balance due on the Contract must be made no later than 21 days prior to the scheduled event date. Any order placed less than 30 days prior to the event date must be paid in full at the time of placing the order. All amounts paid are non-refundable. All orders must be pre-paid prior to shipment. Late remittances may delay shipping of your Rental Items and Uncle Buck's cannot guarantee a timely arrival.

1. Uncle Buck's accepts MasterCard, Visa, Discover, and American Express, for payment. The Customer acknowledges that they have read the Contract in its entirety and that they are aware of the terms and conditions. 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 the credit card payment initiated by the Customer.
2. 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 the debt.
3. The Customer must provide a valid credit card as security. In the event the Rental Items are damaged or not returned, the Customer agrees to make payment using the credit card provided as security, and hereby authorizes the charges

Changes in Order: The Customer is entitled to make changes in their original order at any time up to and including the date 30 days prior to the scheduled event date. Changes made within the 30 day time period will be limited to a 10% increase or decrease on the counts. Any changes made less than 30 days prior to the event are NOT guaranteed. However, Uncle Buck's will exercise its best efforts to implement the change. Changes made within this 30 day window may subject the Customer to an additional processing fee and/or express shipping fees which the Customer agrees to pay as an additional processing fee.

Security Deposit: The Customer's credit card information, and a copy of Customer's driver's license or other state issued I.D., are required to establish the Customer's identity and credit with Uncle Buck's. This Rental Agreement shall serve as the Customer's 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 Rental Agreement. In the event that the credit card charges are declined, the Customer agrees to immediately pay all balances due.

Delivery and Return: At the date of acceptance of the Contract by both the Customer and Uncle Buck's, a delivery and return schedule will be established. Prior to return of the Rental Items, they must be shaken free of all debris and returned in the shipping box (or similar size) and stored



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in a dry location until picked-up or returned for shipment back to Uncle Buck's. A return label will be included with the order. Upon return, place the return label where it can be clearly seen on the box. A \$10 fee will be charged for a replacement return label. Rental Items damaged while in the possession of the Customer will be charged as a purchase. The responsibility for all Rental Items belongs to the Customer from the time that they are delivered to the time they are received back at Uncle Buck's.

Condition: The Customer agrees that they will count and inspect the delivered Rental Items within 24 hours of receipt. Any discrepancy must be communicated to Uncle Buck's by e-mail or telephone within that 24-hour period. Otherwise, it is assumed that any damage to or missing Rental Items discovered upon return to Uncle Buck's will have occurred during the Customer's use. The Rental Items must be returned to Uncle Buck's delivery agent (FedEx or UPS) within 24 hours of the first business day following the event date. The Rental Items are to be returned within the time frame stated and in the same condition in which they were received (excepting normal wear and tear from use). The Customer agrees not to launder or iron any of the Rental Items before shipping them back to Uncle Buck's and will protect all Rental Items from weather, moisture or other circumstances that may damage them. The Customer agrees to pay for any damage beyond ordinary wear and tear that the Rental Items sustained including up to, the replacement cost. In the event that the Rental Items are stolen, the Customer agrees to file a police statement within 24 hours of said occurrence and send a copy to Uncle Buck's. Theft of the Rental Items does not relieve the Customer for the cost of replacement.

Liability: Uncle Buck's is the owner, not the manufacturer of the Rental Items. Permission is granted to the Customer and Customer's guests to use the Rental Items during the time period and at the location specified in the Contract. Ownership shall remain with Uncle Buck's and only the named Customer and Customer's guests are authorized to use the Rental Items. The Rental Items under this Contract are rented AS IS and the Customer acknowledges that there are no warranties of merchantability.

Late Fees and Cancellation: A late return fee equal to 100% of Customer's rental order will be charged for Rental Items not returned within the agreed period of time. Furthermore, if after 10 days from the agreed upon return date the Rental Items have not been received by Uncle Buck's, the Customer will be charged the full replacement cost equal to six times the rental amount for all Rental Items under this Contract. Recognizing that Uncle Buck's foregoes taking reservations from other customers when Rental Items are reserved, upon cancellation of the Contract by Customer, any deposit on orders received by Uncle Buck's will be non-refundable.

Acknowledgment: The Customer acknowledges and agrees to the terms and conditions as stated by signing below and returning to Uncle Buck's by Fax, e-mail acceptance, or by making payment and/or by taking delivery of the Rental Items and using the Rental Items as provided for in the Contract.

Situs: By accepting this Contract, the Customer acknowledges and accepts that jurisdiction over any legal dispute will be governed under the laws of the State of Michigan. The Customer consents to Michigan Courts for jurisdiction of any legal action that may be necessary and accepts jurisdiction by mail when notice is made in a postage paid envelope delivered to the address of record. Customer agrees to reimburse Uncle Buck's for reasonable attorney's fees or collection fees that may be incurred in said action.

Signature: _____
Customer

Date: _____

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