

Events with Design
1007 Commercial Drive
Lawrenceburg, KY 40342
859-260-1456

Contract Date: _____

Event Date: _____

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

Booking client/Lessee (person financially responsible) _____

Address _____ Phone _____

_____ Email _____

Location ** If personal property and not a contracted rental venue, then the property owner must also sign this contract****

Event Venue _____ Contact _____

Venue Address _____ Phone _____

_____ Email _____

Contacts

Wedding couple _____ & _____

Phone _____ Phone _____

Email _____ Email _____

Coordinator _____

Phone _____ Email _____

Authorized to make order changes ____ Yes ____ No _____

Client signature

Other contacts _____

Phone _____

Event times – complete if know at the time of contract

EWD set up date and time _____

Ceremony start time _____

Reception or event Start time _____ End time _____

EWD breakdown time _____ **If after hours, additional fee will apply***

This agreement entered into on _____(date) between Events with Design, LLC (EWD) and _____ (Lessee/booking client) for services and rental equipment outlined in estimate or invoice # _____ 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 events are subject to additional fees. EWD reserves the right to adjust set up and breakdown dates and or times to fit their schedule. Client may **not** “share” or sub-lease with other clients. Each event shall have their own invoice and contract. EWD shall on occasion, allow for split labor fees only and will be noted on estimate/invoice.

Payment Due Date: Estimated charges of \$ _____ due in full prior to the event as follows:

- Due with contract \$ _____ (25% of estimate)
- Due 60 days before event \$ _____ (additional 50% of estimate or updated order)
- Due 7 days prior to set up \$ _____ (or balance of updated order)

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

*******Payments are nonrefundable once received, regardless of order changes*******

Payment form: Paper check or Echeck are preferred method of payment. Credit Card payments may be accepted if necessary and may include an additional fee of up to 3.5% of the charges. Echeck and Credit card payments are only accepted by online payment processing with invoice link. Any payments returned for any reason, including incorrect account information or insufficient funds will incur a \$50 fee.

_____ **I have read and agree to the 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 the event will be additions only, no reductions will be accepted. Client/lessee agrees to payment in full for any additions to the order within 10 days of the event. No payment will be refunded once received, regardless of order changes.

EWD reserves the right to deny changes to the order or additional services that cannot be reasonably performed in the time frame allotment scheduled for the event set up, including change of venue location. Any requests 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. Notice of cancellation must be given in writing. This includes client relocation to another venue outside of Central KY.

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

_____ **I have read and agree to the cancellation policy**

Delivery/Pick up: Deliver is made to the closest point the truck can park. Extra charges will result in deliveries that are upstairs, elevator or any point where extra time is involved. Set up and breakdown services are included with rental costs as quoted, during business hours. Additional charges will occur for after hours 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 \$50 per man hour.

Current after hours fee: 7pm – 8pm \$85 8pm – 10pm \$170 10pm – 1am \$400

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

Client is responsible for cleanup and removal of decorations, flowers and their own items prior to arrival of EWD for pick up. Additional handling fee will apply if EWD staff has to remove any items from the rentals. This includes other vendor items, specifically florals and greenery. Minimum fee of \$50 will apply, plus \$50 per man hour. **

Table settings: EWD will put on and take off the table cloths unless other arrangements are agreed to. 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 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 removed.

Linen care – 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 for 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, excessive wax spillage, burns or tears you will be charged the replacement cost of the linen. Client nor the catering staff may use napkins as cleaning rags for dirty dishware, client will be charged replacement for napkins with excessive amount of use.

Sparklers and candles: All candles should be placed in or on a container that will collect the dripping wax. Any heat source (including sparklers and hot sparkler wires) should be kept away from table cloths at all times. Client will be responsible for replacement of any damaged cloths or cloths with excess wax spillage.

Dirty, damaged, or lost equipment: Lessee shall be responsible for all losses or damage to equipment from the time of delivery until the time of pick up by EWD. 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 the 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 a by EWD's option by others. EWD recommends the client purchase event insurance to cover equipment damage.

Electric 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 EWD. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement.

Equipment shall not be removed from the place of delivery or installation without expressed written permission of 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.

Inspection at delivery: Lessee is responsible for the inspection of equipment at the time of delivery and 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 set up.

Replacement of malfunctioning equipment: Lessee shall call EWD if there are equipment issues or if they need instructions on operation. If equipment becomes unsafe or in disrepair for any reason, lessee agrees to discontinue its use and to notify EWD. IF the defect is a result of normal use, EWD will repair or replace the equipment with similar equipment in good working order if available and time allows. EWD is not responsible for any incidental or consequential damage caused by delays or otherwise, and lessee hereby waives any right or entitlement to thereto. This includes propane heaters, mowing damage by client or other vendors to power cords and light bulbs in string lights. Bulbs can burn out at any time during normal use and are not guaranteed.

Warranties: There are no warranties that the equipment is suited for the customers intended use or that it is free from any defects/contaminants/viruses/contagions. No warranties of any type are expressed or implied.

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 EWD rights under this contract.

Hold Harmless: Lessee shall defend, indemnify and hold harmless EWD, it's owners and employees, agents, and subsidiaries from and against all claims, liabilities, losses, damages to property (including damage to grass) 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.

Force Majeure: The performance of this agreement by EWD is subject to natural disaster, acts of God, illness or disease outbreak, government authority, strikes, civil disorder or other emergency which makes it illegal or impossible to provide the agreed services. EWD will make all reasonable efforts to relocate or reschedule if possible. Lessee shall still be liable for payment in full of all original charges and any additional charges including labor for cleanup and relocation. **Covid19** – EWD reserves the right to cancel this contract and obligations to the client if EWD's owners are exposed to, or contract Covid19 and have to be quarantine on the date of the event or scheduled delivery or pick up. Payments by the client will be refunded if EWD cancels the contract.

Client acknowledgement of Force Majeure and Covid19

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

Signatures: Receipt of any payments from the client constitutes agreement of the contract terms and constitutes a binding agreement between the client and Events with Design. A hard copy of all 4 pages must be submitted with payment in order to secure booking for the agreed date. No dates are confirmed booked until deposit payment is received.

Booking client Signature

Date

Property owner Signature (private property only) Date