**RENTAL DISCLAIMER**

In consideration items rented will be (hereinafter referred to as “Rental”) described by the undersigned (hereinafter referred to as “Renter”) from Senorita Paella (hereinafter referred to as “Senorita Paella”) upon the terms and conditions it is agreed as follows.

 **Conditions of Use:** By accepting delivery of rental, customer agrees to all terms and conditions shown on this rental contract. Customer assumes full responsibility for all rentals, including their safe and proper use, operation, maintenance, and return to Senorita Paella. Renter is responsible for all loss, damage, or repair. Senorita Paella makes no warranties of merchantability or fitness for particular purpose, or any warranties, expressed or implied. General wear is referred to as one single rental's normal deterioration under reasonable use. All candles must be used with a holder and all items returned must be free and clear of food particles and debris, otherwise a $2 fee per linen will be added plus any other fees incurring from improper use. Orders Returned cleaned will not be eligible for any credit and will be subject to full rental charges.

**Order Changes:** Order changes within 15 days of delivery can increase in count if availability allows, but never decrease. All counts are billed and considered final.

**Order Cancellations:** Order cancellations within 15 days of delivery will be subject to a 50% cancellation fee. It is the lessee' s responsibility to notify Senorita Paella of any changes to original order including address change, shipping/delivery information, phone number and final count on rental items. Orders with production items are subject to 100% of the items total. All deposits made are considered non-refundable.

**Problems With Orders:** All problems with any orders must be called to Senorita Paella's attention PRIOR to your event. If issue is brought up AFTER event, no refunds/credits will be given as Senorita Paella was not given the opportunity to fix the problem at hand at time of event.

**Design:** Senorita Paella makes all efforts to attempt to inspire, recreate a scene or meet a vision for your event, however it does not guarantee in any way that your designed interpretation will be met. Safety concerns, county ordinances, venue restrictions, structural and product limitations may not allow the full rendering of your concept. If design is considered by Senorita Paella as close to image, no refunds will be given

**Damage Waiver:** Damage Waiver of 3% is an optional fee added at time of contract. Damage Waiver will cover incidental damages up to the first $250.00 of damages. Items must be returned on time in order to avoid additional stain or mold damage resulting in additional or irreversible repair. All damages resulting out of carelessness, made purposely or through acts of god will not be covered. Some items are not eligible for Damage Waiver. Damage waiver cover repairable damages not loss, missing and items not returned.

 **Event Contact:** If you have assigned an Event Contact for your event, which may be a planner, coordinator, banquet manager, florist, caterer, family member or anyone else that you have given to us as your Event Contact, that person has been preauthorized by you to handle and manage your delivery, receipt, pick up, scheduling and changes to your order within the period 48 hours before and 24 hours after your event. Please note that all order changes are subject to availability of items and additional deliveries will be billed at our nonscheduled/emergency delivery rate which is twice the standard delivery rate.

**Payment:** All invoices are due in full prior to delivery unless prior arrangements have been made and accepted by Senorita Paella. A nonrefundable deposit of at least 50% of the total amount of the agreed upon invoice shall be paid by Renter to Senorita Paella at time of booking in order to reserve the date and merchandise. The remainder of the balance shall be paid by Renter 15 days prior to the set event date. If this is not completed, Senorita Paella retains the right to withhold any rentals from said customer until balance is paid in full. Only Acts of God can be rescheduled. A late fee of 18% will be added on all past due invoices. A returned check fee of $35 will be assessed on all NSF or returned checks.

**Returns:** If Renter fails to return all returned items upon agreed time, Renter agrees to pay for all additional charges. If Renter refuses to return rented items, the Renter agrees that Senorita Paella and its agents may take all reasonable actions necessary to recover rented items without prior notice or legal process. All items are due back to Senorita Paella's warehouse on the return date listed on your agreement. After 3 days, late items are subject to a 25% late fee. Items unreturned after 10 days will be considered lost and be billed the replacement value of the item. Lost items are billed replacement cost and a lost fee. Damaged linens will be billed a replacement fee. Damaged linens cannot be purchased or kept.

**Pick Ups and Deliveries:** An attempt for pick up will be scheduled on the date and time of your agreement, if the attempted pickup is unsuccessful, Renter must return items back to Senorita Paella or reschedule pickup for an additional fee of $25. Please be aware that Senorita Paella makes all reasonable efforts to pick up, however Venues, vendors and guests may accidentally remove items or put them away out of access. It is up to the Renter, to return items back to Senorita Paella or reschedule a fee based pick up. A fee of $50 per every half hour increment will be billed for all deliveries and pickups where Senorita Paella would have to wait for Renter, venue, client or representative to be ready for a scheduled pick up or delivery. Clients who have reserved linens without including our Set-Up services, will be responsible for placing rented items back into the appropriate Senorita Paella Bag(s) provided by our staff upon Delivery of your order. Should any delivery require delivery staff to deliver items on stairs, beach, difficult walkways, an additional fee will be added to invoice and charged accordingly.

**Sample Orders:** ALL SAMPLE ORDERS MUST BE RETURNED CLEAN, DRY AND FREE OF ANY AND ALL DEBRIS, ON HANGERS AND WITH PROTECTIVE PLASTIC BAG. SHOULD SAMPLES BE RETURNED DIRTY, UNFOLDED OR ANY OTHER CONDITION, A $7 LAUNDERING FEE WILL BE AUTOMATICALLY CHARGED PER ITEM RENTED. Legal: This rental contract forms the sole agreement between the Renter and Senorita Paella. Renter agrees to indemnify and hold Senorita Paella harmless for any claims from Renter use or misuse, including any third parties for loss, injury, and damage to persons or property arising out of the Renter's negligence or operation including legal costs incurred in defense of such claims. Renter agrees to pay all reasonable attorney fees and court costs incurred by Senorita Paella enforcing these terms and conditions. All lawsuits filed as a result of any dealings initiated by Renter or Senorita Paella must be filed in Miami-Dade county.