

THE REVERIE CO.

WEDDING & EVENT RENTALS

RENTAL AGREEMENT

This Rental Agreement (“the Agreement”) is made by and between Reverie Events Ltd. (herein “The Reverie Co.”) and _____ (herein “Client”) and together with The Reverie Co., for the rental of décor accessories and for the Client’s event (the “Event”), at the _____ location(s) and on the _____ event date (“Event Date”) as detailed in the Client’s signed invoice/proposal _____ (the “Invoice”), which is incorporated by reference and made a part of this Agreement.

The Parties agree to the following terms and conditions set forth below:

1. RENTALS

- A. The Rental Items. The Parties agree to the rental by Client of the items (the “Rental Items”) described in further detail in the Client’s Invoice, with a minimum rental order of five hundred dollars (\$500.00 CAD) before tax. An amended Invoice may be prepared to indicate any changes, subject to the provisions in Paragraph 3 herein, entitled “Changes and Cancellations”.
- B. The Rental Period. Unless otherwise specified on the invoice, the Rentals Items are rented for a twenty-four (24) hour period for one (1) event, and late charges will apply on a per-day basis for Rental Items not returned on the date specified in the Invoice, at the daily rental rate for the applicable Rental Items.
- C. Rental Fees are for time out and away from The Reverie Co.’s warehouse, regardless of whether the items are actually used for the Client’s Event. No refunds will be given for unused Rental Items following delivery or pick-up (such as due to inclement weather on the Event day or a last-minute decision on the Event day to not use the Rental Items) unless applicable under the Cancellation policy below.
- D. Care, Repacking and Returning Rentals. All crates, bins, covers and packing materials are considered part of the rental order and are subject to replacement fees if damaged or missing. All items must be returned in the same condition that they were originally delivered or picked-up in. Failure to do so could result in additional fees at the discretion of The Reverie Co.
- E. Unpacking, Setting and Repacking. Unless otherwise hired to do so, The Reverie Co is not responsible for unpacking, styling, setting, repacking or retrieving inventory. Items are to be packed and ready to go for the pick-up or drop-off time specified on the Invoice.

2. FEES AND PAYMENT

- A. Rental Fees. Client agrees to pay the rental fees (the “Rental Fees”) specified in the attached invoice (or as indicated in any subsequent amended invoice signed by Client), along with the applicable sales tax, delivery charges, styling charges and/or other charges as stated in the Client’s Invoice. The Rental Items are not reserved for the event date until this signed Agreement has been returned with a non-refundable deposit (the “Deposit”) equal to fifty percent (50%) of the total fee for the Rental Items, delivery charges and any other charges stated on the Invoice, due within 5 days of receiving

Client's Invoice in order to hold items. The remaining balance is due fourteen (14) days prior to the Event Date. Payments are to be made via credit card.

- B. **Outstanding Fees.** In the event that the Client does not pay the remaining balance, at its election The Reverie Co. may terminate this Agreement in writing and retain the non-refundable deposit, or The Reverie Co. may elect to deliver the Rental Items per the original terms of this Agreement and Client must receive the Rental Items and pay any unpaid balance. Any amounts owing by Client to The Reverie Co. which remain unpaid after becoming due shall incur late fees at the rate of five percent (5%) per day of the past due amount, commencing on said due date until paid in full.
- C. **Rush Orders.** For events occurring within seven (7) days or less from the time that the Invoice and Agreement are prepared, the Rental Agreement and payment in full for the Rental Items must be received from the Client within twenty four (24) hours of Client's receipt of the Invoice and Agreement.
- D. **Contract Consent.** Receipt of the initial Deposit constitutes the Client's acceptance of the Rental Agreement Contract regardless of signature from Client.

3. CHANGES AND CANCELLATIONS

Once deposits have been made all orders are final and items cannot be removed from the rental Invoice. The Client is responsible to fulfill their financial obligation for the Invoice total as originally agreed upon by the Client and The Reverie Co. Additional items can be added to the order up to fourteen (14) days prior to the Event, as available. Adding Rental Items or changing the Event location(s) may increase the Delivery Fee. An amended Invoice indicating the changes must be signed by the Client.

Should the Client wish to cancel this Agreement in full for any reason, including cancellation or postponement of the Event or a change of heart regarding using The Reverie Co.'s Rental Items, the Client agrees to the following conditions:

- A. All cancellations must be made in writing by email to hello@thereverieco.com, voice or text messages are not sufficient communication for cancellations.
- B. The Deposit Fee identified in this Agreement shall be non-refundable regardless of when the notice of cancellation is given.
- C. Payment in full is due for custom Rental Items, regardless of the cancellation date.

Should the Client's Event be postponed, The Reverie Co. may, at its discretion, negotiate with the Client to attempt to reschedule the rental of the Rental Items, but there will be no guarantee that the Rental Items will be available or that The Reverie Co. will accommodate such rescheduling, and the full Invoice amount shall be retained by The Reverie Co.

4. DELIVERY AND PICK UP

- A. **Load In / Load Out.** Delivery and pick-up will occur as specified in the Client's Invoice and are subject to the venue rules and regulations. Client must complete a Logistics Form and The Reverie Co. requires that all information is accurate or will be subject to additional delivery charges at the discretion of The Reverie Co. Additionally, a main point of contact must be designated in advance as the person responsible for the logistical coordination at the Event.

- B. **Signing Off.** The Reverie Co. requires that the Client or designated point of contact sign off on the Delivery of the Rental Items. If the point of contact is unavailable at load-in or load-out times as outlined in the Invoice, the client forfeits the right to verify the condition of the items dropped off and picked up.
- C. **Delivery Times.** The Reverie Co. requires a 2-hour delivery window in which the point of contact is available throughout the entire delivery window to receive the Rental Items. Delivery and pick-up times must be finalized no later than fourteen (14) days prior to the Event. If a specific delivery time is requested (no 2-hour window) additional fees will apply. The setup and strike schedule must allow sufficient time for the delivery and pickup of the Rental Items.
- D. **The Delivery Fee** indicated on the attached Invoice is based upon those Rental Items and delivery/pick-up locations stated in the Invoice; adding or changing Rental Items or the Event location(s) may increase the Delivery Fee. After a fifteen (15) minute grace period, if The Reverie Co. is forced to wait around within the delivery window or pick-up time and is unable to start work immediately, additional fees may apply. The stand-by fee is \$100 per hour.
- E. **Pick-up and Drop-off Orders.** Due to the delicate nature of our inventory, The Reverie Co. does not allow for personal pick-ups and drop-off's unless previously agreed upon and stated in the Invoice.

5. DAMAGE TO RENTAL ITEMS

- A. **Examination of Rentals.** All Rental Items are examined by The Reverie co. prior to release to the Client and delivered in “as-is” condition. The Reverie Co. and the Client (or Client’s point of contact) must jointly inspect all Rental Items upon receipt, prior to the start of the Event. If damages, imperfections or missing items are discovered during such inspection, it must be noted in writing at the time of delivery. Upon receipt and acceptance of the Rental Items by Client’s authorized representative, The Reverie Co. shall have fulfilled its obligations with respect to the Rental Items, both as to quality and quantity.
- B. **Damage Waiver Fee.** The “Damage Waiver Fee” is included in the rental cost of all Rental Items. This Damage Waiver Fee covers normal, reasonable wear and tear that may occur on any Rental Items (“Normal Wear”). In the event solely Normal Wear occurs on any rented pieces, the Client will not be charged any additional amounts. The Damage Waiver Fee does not apply to damage to Rental Items occurring due to negligence or willful misconduct, or to loss of any rented pieces (“Substantial Damage”). In the event of Substantial Damage to any Rental Items, the actual repair or replacement cost (less the Damage Waiver Fee originally paid by the Client for that item) will be charged to the Client within 3 business days of the Event and/or when Rental Items are returned to The Reverie Co. The Reverie Co. reserved the right to charge these costs to the credit card on file for the Event payments.

Examples of Normal Wear include, but are not limited to:

- Food or beverage debris on upholstered pieces and hard surfaces (tables etc.).
- Floral debris left in vessels or vases
- Loose legs on upholstered furniture items

Examples of Substantial Damage include, but are not limited to:

- Rental Items not returned or not made available to the delivery team at pick-up
- Tears in upholstered couches, chairs or pillows

- Wax melted on or inside candle holders, lanterns, vases or vessels.
- Burn marks or holes in upholstered couches, chairs, pillows, rugs or hard surfaces.
- Excessive amounts of breakage

From the time of delivery (or pick-up) through the time of removal (or drop-off), the Client (or Client's Representative) shall be responsible for all lost or damaged Rental Items. The Client shall protect the Rental Items from vandalism, theft, damage or other similar risks.

- C. Returned Missing Rental Items. If missing Rental Items are returned to The Reverie Co. within 5 days of the Event date, any replacement cost actually paid by the Client will be reimbursed to Client (except to the extent of any necessary repair costs in the event of Substantial Damage, or any other applicable late return charges) as long as no previously booked Rental Agreements have been lost. In the event that missing Rental Items are not returned in time for the next event, the Client will not receive a refund for the replacement cost of these Rental Items.

6. LIMITATION OF LIABILITY; INDEMNIFICATION

The Client hereby assumes all liability and risk for injuries and damages arising out of or related to the use of The Reverie Co.'s Rental Items, including bodily injury, death and damage to any person or property. The Client agrees that in no event shall The Reverie Co.'s liability for any claim, breach or damage by reason of any act or omission exceed the amount of the Rental Fees paid by Client. Client agrees that, to the fullest extent permitted by law, The Reverie Co. shall not be liable for any claim for emotional distress, mental anguish, punitive damages, consequential damages, lost profit, loss of enjoyment, lost revenues and/or replacement costs, whether or not foreseeable and/or arising from any negligent act or omission on the part of any person. The Client agrees to indemnify, defend and hold harmless The Reverie Co. and its employees, agents and independent contractors for any injury, property damage, liability, claim or other third-party cause of action arising out of or related to the use of the Rental Items.

7. SUBSTITUTIONS

Occasionally the need arises to substitute Rental Items with like items due to damage or destruction from a previous event, or for safety concerns or other causes. The Reverie Co. reserves the right to make reasonable, like substitutions when necessary (which shall not constitute a breach of this Agreement), and shall inform the Client of such substitutions prior to the Event when possible. If the Rental Fee for the substituted item(s) is less than the Rental Fee for the originally selected Rental Item(s), The Reverie Co. will refund the Client the different in price, or if no substitution is available, the Rental Fee for the affected Rental Item(s) will be refunded to the Client.

8. ADDITIONAL PROVISIONS

- A. Force Majeure. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such a delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such natural disasters), government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

- B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements whether oral or written concerning the subject matter of this Agreement.
- C. No Implied Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid.
- D. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Credit Card Information for Damage to Rental Items:

Cardholder Name (as shown on card): _____

Card Number: _____

Expiration (mm/yy): _____ CVV: _____

Postal Code : _____

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

Client Name: _____

Signature: _____

Date: _____