



Party & Event

RENTALS

1930 31st St Gulfport, MS

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APEX TERMS AND CONDITIONS

Apex TableclothRentals.com for Parties & Events, Inc. appreciates the opportunity to serve you, our customer. Please carefully read the following Rental Agreement.

1. **ACCEPTANCE:** Customer is responsible to verify delivery or pickup dates, return dates, quantities, sizes and colors when signing and accepting the quote. Customer must personally inspect the rental items and find them suitable. Under the rare circumstance that the items are not suitable, Customer must notify Apex of any defects within 24 hours of receipt AND before use. Apex is not responsible for color variation due to dye lot difference.
2. **USE:** Customer agrees to use all Apex rental property in a careful and proper manner. Customer agrees to assume all risk of loss, damage, and abuse to rental property from any cause whatsoever.
3. **PROHIBITED USES:** The use of rental linens in the following circumstances is prohibited and constitutes a breach of contract: (A) Improper handling or misuse of items. Linens must be dry and without excess food on them before placing in laundry bags. (B) Used by anyone other than Customer (C) Used at any location other than the address provided by the Customer.
4. **LIABILITY:** Apex will not be liable to Customer for any loss or damage caused directly or indirectly by the rental property and rental service, by any inadequacy thereof, or defects therein. Customer will indemnify Apex against any claim, action, damages, and liability, including attorney's fees, arising or connected with Customer's use and possession of the rental property .
5. **DAMAGE CHARGE:** This fee will be accessed on any item damaged due to misuse or abuse, neglect, or intentional damage.
6. **REPLACEMENT FEE:** In the event rental property is not returned and/or returned in a torn, burned, or otherwise damaged and unrentable condition, Customer will be responsible for the replacement cost. Customer agrees to pay these charges upon receipt of the replacement billing. Customer agrees that all returned linen is counted and inspected by Apex and the result is considered final. Customer further agrees that

Apex retains ownership of damaged linens and payment of replacement charges is not a purchase by Customer of the damaged linen.

7. **RETURN:** All rental property held beyond the agreed upon due date is subject to an extra rental charge. Customer agrees to return the rental items within one business day after the event to Apex. If the order is being delivered and picked up, arrangements need to be made at time of order, and pick up arrangements verified at time of delivery. Any extension must be mutually agreed upon in writing. Customer will not deliver possession of rental property to any entity or person other than employees of Apex.
8. **ERRORS:** Customer will be responsible for all costs incurred by Apex due to Customer's ordering errors, such as incorrect date of usage, color, quantity, or sizes.
9. **CHANGES:** Changes to orders can be made at any time up to 7 business days before the scheduled rental date. Except for full cancellations pursuant to paragraph 9, reductions after that time will not be permitted, as the entire order will have been packed and loaded for delivery. Additions after that time will be sent as an add-on to the original order, and additional charges will be incurred.
10. **CANCELLATIONS:** Orders can be canceled in full without charge up to 2 weeks before the scheduled rental date. For orders canceled in full after that time, the Customer will be charged a 20% Cancellation Fee rather than the full rental charges. Partial order cancellations within 7 business days of the scheduled rental date will not be permitted. In addition, partial orders returned unused are subject to full rental charges.
11. **PAYMENTS:** A 50% down payment is required 30 days prior to event date to reserve your order. Prices are subject to change unless the 50% deposit is made within 30 days of this quote. The final payment is required two weeks in advance of delivery or pickup.
12. **CUSTOM ORDERS:** Custom orders are non-cancelable and non-refundable at any time. Custom items must be paid in full at time of order.
13. **REFUSAL OF SERVICE:** There may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Reasons for order cancellation include but are not limited to, unavailability of product, errors in product or pricing information, or problems identified by our credit department. This would include any outdoor setup that needs to be canceled because of unfavorable weather conditions. If payment has already been made for your rental order or purchase, Apex will promptly issue a credit.

Please sign stating that you have read and agree to the terms above.

Name

Date