



# Rental Terms & Conditions

## 1. General

KCH Event Equipment Rental, LLC ("KCH Rental") and the renting and/or purchasing party ("Customer") identified in the applicable KCH Rental event rental quotation, order, acknowledgement, invoice, or any other contract or agreement between KCH Rental and Customer (individually and collectively referred to herein as "Contract"), agree to be bound by these Terms and Conditions of Rental and Sale ("Terms") for the materials, goods, and/or products (collectively, the "Goods") rented or sold to Customer pursuant to such Contract. Customer hereby agrees that they will be bound by these Terms and be responsible for orders placed on their behalf by an event coordinator, planner, representative, or agent of Customer, for which such Customer is identified on the Contract, as if such Customer placed the order directly with KCH Rental.

## 2. Acceptance/Sole Terms

The provisions set forth herein together with the provisions of the Contract constitute all the terms and conditions for Customer and with KCH Rental regarding the Goods. KCH Rental's acceptance and shipment of Customer's order is expressly made conditional on Customer's assent to these Terms. Any and all terms, conditions, or provisions specified in any quotation or otherwise (whether oral, typed, written, or printed) that in any way change, modify, amplify, differ from, or add to these Terms or KCH Rental's Contract, are null and void and of no effect, even if (i) KCH Rental does not expressly object to such terms, conditions, or provisions, or (ii) such terms, conditions, or provisions are specified subsequent to such other documents. Customer hereby agrees that no terms additional to or deviating from these Terms shall become part of the Contract unless and until written acceptance of such additional or deviating terms,

signed by an authorized officer of KCH Rental, has been issued to Customer. Customer's acceptance of any Goods supplied by, or on behalf of, KCH Rental shall, without limitation, also constitute acceptance of these Terms.

### **3. Reserving Equipment**

KCH Rental agrees to rent to Renter the items described in detail in the rental items list (hereinafter, "Rental Items List"), which is incorporated by reference, made a part of this Agreement, for Renter's Event (hereinafter, "Event") scheduled for the Event Date. Equipment will be reserved upon the deposit of 50% of the total charges. This deposit is non-refundable and will be paid via electronic payment. This equipment cannot be sub-rented or used by any other party than that listed on the given invoice. Within 14 days of the scheduled event, items cannot be canceled. Canceled items within these 14 days will be charged to the customer at rental cost using the card on file. Exceptions to this rule are solely at the discretion of KCH Rental.

### **4. Price and Payment**

Payment is due in United States dollars on or before the date of pick up or delivery listed on the Contract. Prices stated are subject to change and the Customer agrees that additional payments will be owed and payable to KCH Rental in the event of (i) alterations in specifications, quantities, designs, or delivery schedules or required labor for delivery to the specified location(s), (ii) untimely return or unreturned rented Goods, altered or damaged Goods, and/or (iii) legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, purchasing, selling, or renting the Goods rented or purchased hereunder. Customer hereby agrees that KCH Rental may charge any credit or debit card, or account provided by Customer for any such change in price resulting in a balance owed by Customer to KCH Rental. No discount will be allowed unless specifically set forth on the face of the Contract. Written quotations will automatically expire thirty (30) days after their issuance unless terminated by KCH Rental upon notice to the Customer. KCH Rental reserves the right to increase the prices of its rental and sales offerings. The timing and amount of any price increase for any rental or sale Goods will be at the sole and exclusive discretion of KCH Rental. To the extent that a price increase may affect

an unexpired written quotation provided by KCH Rental to Customer, KCH Rental may in its sole and exclusive discretion honor such quotation or terminate such quotation by notice to Customer, with or without providing a new quotation to Customer.

## ADDITIONAL CHARGES

In addition to other charges and costs provided herein, the renter shall pay charges in accordance with KCH Rental rates then in effect for the following services:

- Delivery or Pickup
- Delivery or Pickup from any location to other than ground level
- Setup/knockdown of tables and chairs
- Delivery and pickup after business hours, Saturdays, Sundays, and Holidays
- Packaging materials are not returned
- Site planning and preparation
- Last-minute or rush orders

## **5. Acceptance of Goods, Delivery, and Transportation**

Customer shall inspect the Goods at the time of pick-up or delivery. Unless Customer provides KCH Rental with notice of any claim, shortages of, or defects in the Goods, including without limitation any claim relating to quantity, weight, condition, loss, or damage thereto, at the time of delivery, such Goods shall be deemed finally inspected, checked, and accepted by Customer. If Customer request delivery, the delivery fee (the "Delivery Fee"), is based upon those Rental Items itemized on the Rental Items List. KCH Rental agrees to deliver Rental Items door-to-door only unless other arrangements are confirmed in writing. If Renter adds or changes Rental Items or requests revised delivery/retrieval dates/times from the original booking, Company may increase the Delivery Fee. The Delivery Fee is for Rental Items delivered and/or retrieved from one central (level) area within twenty-five (25) feet of the KCH Rental's delivery vehicle. Renter agrees to pay additional fees, subject to KCH Rental's discretion, if Renter requires the Rental Items be carried further than twenty-five (25) feet of KCH Rental's delivery vehicle, up more than five (5) stairs, setup, torn down, or packed by KCH Rental. If KCH Rental is required to wait more than fifteen (15) minutes at the time of delivery or pickup, the Renter agrees to pay additional fees of \$1 per minute. Renter (or Renter's representative such as Event Staff) must be present at the Event site during

the agreed upon time(s) and ensure KCH Rental has full access to the premises. If Renter or Renter's representative is not present at the time of delivery, Renter waives the right to inspect the status, condition, and quantities of Rental Items. KCH Rental is not responsible for delay(s) caused by other parties, including providers of other rentals or services.

The Contract shall specify whether Goods shall be delivered to an indicated address or picked up by Customer. KCH Rental will determine the point of origin of any shipment. KCH Rental shall not be responsible for insuring shipments. Customer is responsible for obtaining all permits, licenses, authorizations, and approvals from appropriate parties, companies, and/or government for the lawful and safe use and occupation of the location(s) to which the Goods will be delivered and from which the Goods will be retrieved. Customer is further responsible for providing and obtaining safe and clear access to the delivery and retrieval location(s), including without limitation, ensuring all packaged items can be delivered through outside and indoor areas of ingress and egress. KCH Rental may refuse, without penalty to KCH Rental, delivery and/or retrieval of the Goods if Customer fails to provide safe means of ingress and egress.

## **6. Title and Risk of Loss**

Title to any Goods rented to Customer shall remain with KCH Rental. Title to any Goods sold and risk of loss of such Goods passes to Customer upon delivery.

## **7. No Warranty**

KCH Rental provides goods "as is" without any warranty, express or implied, including no warranty for merchantability or fitness for a particular purpose.

## **8. Limitation of Liability**

KCH Rental's liability (whether under the theories of breach of contract or warranty, negligence, strict liability, or otherwise) for the goods shall be limited to repairing or replacing such goods found by KCH Rental. To be defective with new or reconditioned

goods at KCH Rental's discretion, or at its option, to a refund, in partial or full, the rental or purchase price of such goods. The parties hereto expressly agree that the customer's sole and exclusive remedy against KCH Rental shall be for the repair or replacement of the defective goods or, with KCH Rental's consent, the refund of the purchase price. Customer hereby agrees that this exclusive remedy shall not be deemed to have failed of its essential purpose so long as KCH Rental is willing and able to repair or replace the defective goods in the prescribed manner or refund the price, in partial or full, for goods covered by the contract.

## **9. Disclaimer of Consequential and Incidental Damages**

In no case will KCH Rental be liable for the cost of procurement of substitute goods, damage to other property, loss of business or profits, loss of production, loss of use, or any other similar or dissimilar consequential, incidental, indirect, punitive, exemplary, or special damages even if KCH Rental has been advised of the possibility of such damages, which customer or any other person, corporation, company, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect in the goods. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including, without limitation, property handled or processed using the goods). Customer shall defend, indemnify, and hold KCH Rental harmless against all liability, cost, and expense which may be sustained by KCH Rental on account of any such loss, damage, or injury.

## **10. No Insurance**

Unless otherwise expressly set forth in the Contract, KCH Rental is neither providing nor offering to provide, directly or indirectly, any first or third-party insurance coverage in connection with the rental or sale of the Goods to Customer.

## **11. Taxes**

Any sales, use, or similar taxes, tariffs, fees, or other levies, taxes, duties, governmental charges, or surcharges now or hereafter imposed under any present or future law in connection with the sale, delivery, use, or rental of the Goods, including without limitation any equipment, accessories, and attachments (including replacements thereof or spare or replacement parts thereof), any installation, repair, maintenance, and instructional services, shall be payable by Customer, and if such taxes or fees are paid or are required to be paid by KCH Rental, the amount thereof shall be added to and become part of the price payable by Customer hereunder.

## **12. Packaging**

Prices stated are based on KCH Rental's standard packaging. KCH Rental reserves the right of packaging the Goods in pallets, bulk, or individual cartons. Packaging will be a standard commercial package and acceptable to commercial carriers. Special Customer packaging will be furnished only when specified, and the cost thereof shall be borne by Customer.

## **13. Delays**

Unless expressly specified to the contrary, Goods in stock will be shipped to arrive by the date of delivery. However, all shipping dates are based upon the current availability of materials, present production schedules, and prompt receipt of all necessary information. KCH Rental will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance of these Terms caused by or imposed by (a) strikes, fires, disasters, riots, terrorist acts, or acts of God, (b) acts of Customer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) governmental action, (e) subcontractor or supplier delay including, but not limited to, failure by subcontractor or supplier to make timely delivery, or (f) any other cause or condition beyond KCH Rental's reasonable control. In the event of any such delay or nonperformance, KCH Rental may, at its option and without liability, cancel all or any portion of the contract. KCH Rental will use commercially reasonable efforts to minimize reasonably anticipated delays but may decline to deliver and/or install Goods if such acts above occur and potentially create unsafe or unsecure delivery or retrieval conditions.

## **14. Termination, Cancellation, and Modification**

24-Hour Risk-Free Cancellation: As part of our customer commitment, KCH Rental offers a 24-hour risk-free cancellation policy. Requests must be made via email to sales@kcheventrental.com. KCH Rental will not accept text or social media message.

\*24-Hour Risk-Free Cancellation Policy is only available for orders placed online.

**CANCELLATION & MODIFICATION POLICY:** All reservations require a non-refundable and non-transferable deposit in advance of the event. Customers may cancel their reservation; however, their deposit is non-refundable except in situations of our 24-Hour Risk-Free Cancellation. Deposits are 50% of the total cost of the invoice. The balance is due upon release of the order, or in the case of deliveries, 3 days prior to delivery. If payments have been received that are higher than the deposit required to book the event, the excess will be refunded back to the original payment method. For orders canceled within 14 days of the event date, the total amounts paid will be forfeit unless cancellation is due to inclement weather conditions. Changes to contracts must be made at least 72 hours before scheduled delivery or customer pickup.

## **15. Damage, Destruction, and Loss**

Customer acknowledges that in the event any rented Goods (including without limitation the equipment, chinaware, glassware, silverware, and other KCH Rental property described in the Contract) sustain any damage or destruction or are lost or stolen while under rent to Customer, Customer agrees to pay KCH Rental the costs for repair or replacement. Customer further agrees to accept full responsibility and liability, and Customer shall defend, indemnify, and hold KCH Rental harmless for any injury to any other person(s), for any damage to the property of any other person(s), and any other loss that may result through the use or misuse of the Goods. KCH Rental is not responsible for any damage or liability incurred by handling Customer's or any other person's personal property.

## **16. Return of Rented Goods**

Customer shall return all rented Goods to KCH Rental at the time, date, and place designated in the Contract. Customer shall return all rented Goods in the same condition and manner as Customer received them, including without limitation placed in the same packaging, folded, and racked in the same manner, and/or cleaned, rinsed, and wiped down as received. Customer shall be responsible for the safe and secure storage of all rented Goods awaiting retrieval. Customer agrees and acknowledges that if Customer fails to return all rented Goods to KCH Rental at the time, date, and place designated in the Contract or if Customer fails to make all rented Goods available for pickup at such time, date, and place, then Customer is subject to additional service charges, including without limitation KCH Rental's consequential and incidental damages regarding any such attempt by KCH Rental to retrieve the rented Goods, and the procurement, retail, shipping, handling, fulfillment, and/or replacement of such rented Goods.

## **17. No Return of Rented Goods**

Customer shall not be entitled to return to or obtain a refund from KCH Rental for any purchased Goods (including without limitation paper napkins, paper plates, and paper cups, unused or otherwise, described in the Contract).

## **18. General Photo Release**

Renter agrees that KCH Rental may use any images from the Event for KCH Rental's portfolio, advertising, website, blog, magazine submissions, and any other means of promotion. Renter waives any right to payment, royalties, or any other consideration for the use of the images. Renter waives the right to inspect or approve the finished product, including a written or electronic copy, wherein Renter's likeness appears. KCH Rental is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Renter, their heirs, representatives, executors, administrators, or any other persons acting on Renter's behalf or on behalf of the Renter's estates have or may have by reason of this authorization.



## **19. Indemnification**

Customer shall hold harmless, defend, save, and indemnify KCH Rental and its agents, employees, officers, directors, owners, and its respective heirs, assigns, successors, and executors from and against any and all liability, claims, demands, whether groundless, false, or fraudulent, costs (including expert and attorney's fees), damages, losses, judgments, or awards, brought by a third party or parties arising out of or in any way connected with any act or omission of Customer. The duty to defend as provided herein is separate and distinct from the duty to indemnify and shall arise immediately upon the tender of any third-party claim or demand and shall continue until it is conclusively proven that there is no possibility for indemnity.

## **20. Intellectual Property**

Any trademarks, branding, drawings, designs, and all other intellectual property of KCH Rental embodied in, displayed on, or otherwise provided in connection with, the Goods or the Contract ("Intellectual Property"), shall remain the sole property of KCH Rental. Without KCH Rental's express prior written permission, Customer will not (a) remove, alter, or deface any trademark or branding including with or displayed on the Goods, and (b) reproduce, use, or communicate to third parties of any such intellectual property.

## **21. No Waiver**

Forbearance or failure of KCH Rental to enforce any of the terms and conditions stated herein, or to exercise any right accruing from default of Customer, shall not affect or impair KCH Rental's rights arising from such defaults; nor shall forbearance or failure be

deemed a waiver of Party Rental Ltd.'s rights in case of any subsequent default of Customer.

## **22. Severability**

If any provision of these Terms is unenforceable or invalid, these Terms shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.

## **23. Assignment**

These Terms shall be binding upon and shall inure to the benefit of the successors and assigns of Customer and KCH Rental provided, however, that Customer may not assign or transfer the Contract or these Terms, in whole or in part, except upon the prior written consent of KCH Rental.

## **24. Governing Law; Venue; Resale**

The Contract and these Terms shall be construed in accordance with and governed by the laws of the State of Maryland, without regard to its conflicts-of-laws rules or principles. All actions or proceedings arising directly or indirectly here from or related hereto shall be litigated only in the courts of Prince George's Country in the State of Maryland. The parties hereby consent to the jurisdiction and venue of such courts.

## **25. Entire Contract**

Customer and KCH Rental hereby agree that these Terms along with the Contract shall constitute the entire agreement between Customer and KCH Rental and no prior or contemporaneous oral or written statement, correspondence, sample, or other terms, quotations, or understandings shall modify, alter, or in any way affect the terms thereof.

## **26. Substitutions**

Should a requested product become unavailable at any time, we reserve the right to substitute alternative products to the order. We will make every effort to provide a substitution comparable in quality or functionality to the requested product.

## **27. Rental Item Wear**

Due to the nature of our business, our items are frequently rented and cleaned. While we strive to give you the best quality products every time, please note that there may be signs of “ordinary wear and tear” and that we cannot guarantee new or like-new quality.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.**