

American Ballroom Couture LLC Rental Agreement

By placing a rental order and making the payment, you are agreeing to be bound by this Agreement. If you do not agree to all terms of this Agreement, do not place an order.

Definitions:

“ABC LLC”, “we”, “us”, “our” mean American Ballroom Dance LLC.

“Item” means a dress, costume or any other clothing or accessory that is subject to rent

“Renter”, “you”, “your” mean an individual who rents a dress, costume, or any other item from American Ballroom Couture LLC as described in the Rental Form. The person who places an order on our web site must be the same person listed as Renter in the Rental Form.

“Rental Form” is a document that provides full description of the item (including but not limited to size, color, condition, price, rental period, amount of deposit and other important details of the rental process).

Rental Basics

American Ballroom Couture LLC hereby leases to the Renter (the person who places the order and makes a payment), and Renter hereby rents from American Ballroom Couture LLC, the Item(s) described on the Rental Form on the terms and conditions set in this Agreement for the time period indicated (Start Date/End Date) in the Rental Form. All items remain the property of American Ballroom Couture LLC and must be returned upon demand.

Our liability under this Agreement shall in all cases, including failure to send the Item, be limited to the return of all sums paid by Renter to the payment account that was used to place the rental order.

Professional cleaning is included in the rental price and no additional cleaning charge will be assessed unless the Item is returned damaged or overly dirty. Do not dry clean the Item for any reason.

All renters must be at least 18 years of age. Parents may rent for children.

For hygienic reasons, please wear underwear while wearing all dresses and costumes.

We will not sell or attempt to sell any information collected from you and will keep all account and reservation information private.

Rental Period

The length of rental is **6 (six) calendar days** for all Items on our web site. Should you need additional time, each additional day will be charged at a rate of \$10 (ten dollars) per calendar day. Refunds are not given for Items returned early. If for any reason the Item is not returned to American Ballroom Couture within 10 (ten) days after the Rental End Date you will be charged the full retail value of the Item indicated in the Rental Form. You are responsible for the Item until it arrives back safely at American Ballroom Couture. The payment information you provide at the time of rental will be used for assessing charges for any damages or failure to return.

ABC LLC will ship all Items to ensure their arrival to the Renter's address no later than 3 (three) calendar days before the Rental Start Date indicated in the Rental Form. You will not be charged for additional days prior to Rental Start Date. Once the Item is shipped, we will send you the tracking number to the email address specified in the Rental Form. We are not responsible for any delays in the delivery of the rented Item(s) caused by the failure of a shipping company.

Return date and address will be specified on Rental Form as well as return shipment instructions.

Try-On Services

You may try-on any of our dresses or costumes prior to rental to ensure proper fit and satisfaction. You can choose one dress / costume or several to try-on. You will be charged for shipping and handling only, there is no try-on fee. Try on rentals will be **2 days** from the date of the receipt of the Item by the Renter. The Item(s) must be shipped back to us no later than 2 calendar days after their delivery to your address. If you do not ship them back to us within 2 days, full rental cost of those items will be assessed. Try on period is not to be used to wear the dress or costume during any type of performance or to be danced in while wearing. Once the Item is shipped, it is your responsibility to notify us and provide a tracking number to avoid late fees.

If a Renter keeps the Item after Try-on to wear it during the Rental Period, no further action is needed. If the Item is returned, a refund of Rental Cost will be issued. If several Items were ordered for Try-on, the refund for the returned Item(s) will be issued, and the remaining Item will be subject to the Rental Fee. Shipping costs are not refundable.

All Items must be returned in their original condition, unworn and unused to avoid being charged the full rental fee. All accessories that come with the dresses or costumes are interchangeable between dresses and must be returned with the item it belongs to.

Option to Purchase

Should you decide you would like to purchase your Item after rental, the Rental Fee will be deducted from the purchase price. Please contact us for additional information.

Payment:

All rental fees due from the Renter must be PAID IN FULL AT TIME OF RENTAL RESERVATION to hold the Item for Renter's event dates. The Items are not considered reserved until full payment is made and if payment is not received within 24 hours of invoicing, the reservation will be canceled, and the Items may become unavailable.

Renter will pay for all shipping fees.

Renter will be requested to pay a refundable security deposit for each Item for any try on or event rental. The amount of deposit will vary and will be indicated in the Rental Form. Security deposits are at the discretion of America Ballroom Couture and will be collected prior to the shipment of any Items. Deposit will be returned to the Renter upon receipt of the Items back to ABC LLC in the amount dependent on the fulfillment of the terms and conditions of this Agreement.

Late Fees:

If we do not receive a rented Item(s) from you within 4 (four) business days after the Rental End Date, we will assess a Late Fee of \$15 per day starting the next calendar day after the Rental End Date, for each Item sent late.

To avoid Late Fees, you shall notify us of the Item's return shipment via email by following the instructions on the Rental Form and provide the tracking number to us showing the postdate no later than the next calendar day after the Rental End Date. If the postdate of the return shipment is more than 1 (one) day after the Rental End Date, a Late Fee will apply.

Late Fee will be withheld from the deposit. Deposit will be returned to your payment account only upon receipt of the Item at ABC LLC location. If the Item is not received within 15 days from the Rental End Date the deposit amount indicated in the Rental Form is not returned. Late fees are strictly enforced. American Ballroom Couture will notify the Renter of all amounts payable in writing via email.

Example:

Deposit amount - \$100

Rental fee - \$40 – paid upon order placement

If an Item is late-returned with the tracking records showing the shipment date 4 days after the Rental End Date: Late Fee for 4 days - $\$15 \times 4 = \60 . Amount of deposit returned: $\$100 - \$60 = \$40$.

If an item is not returned within 15 days after the Rental End date, Renter owes the full deposit amount of \$100 to American Ballroom Couture. Deposit amount is not returned.

Collections: If you do not pay the amounts you owe us when due, then we may institute collection procedures. You agree to pay our costs of collection, including without limitation, reasonable attorneys' fees. You will also be prohibited from renting dresses in the future.

Cancellations

At any point of a cancellation, there will be a 10% restocking fee. Any reservation canceled within 15 (fifteen) days of the Rental Start Date will be charged the full Rental Fee.

Switching from a previously reserved Item to another available Item will be made at no fee, if requested prior to the Item shipment. If there is difference in rental cost between the Items, an adjustment will be made (extra charge or return processed).

Use of Tanning Products

The use of any permanent staining tanning products is prohibited. As with any other stains, if Item(s) is returned with tanning stains, damages will be assessed up to the full retail value of the Item.

Alterations and Damages

All Items must be returned to American Ballroom Couture in their original condition. Any alterations (which must be approved ahead of time) must be undone prior to return to us. Damages caused by alterations will be deducted from your deposit. Any damages incurred while the Item is in your possession, such as rips, tears, staining etc. will be charged to the payment account provided to us. Damage fees will be assessed for alterations and will be withheld from any deposit, and if dress is permanently altered, Renter will be charged the full price of the Item and will be considered a purchase.

You are responsible to pay for all necessary repairs as well as any lost rental or other fees that are a result of such damage.

Return Shipping

You agree to ship the Item(s) back to American Ballroom Couture no later than the next business day following the Rental End Date specified in the Rental Form. You are responsible for return shipping charges.

You are responsible for the safe return of the Item and you must use shipping with tracking confirmation to ensure return of the Item. Renter is responsible for loss/theft during return shipping and should insure the package if necessary. Once you drop the Item at the Carrier (USPS or any other shipping company of your choice), you must notify us immediately and provide tracking number by sending us an email at hello@americanballroomcouture.com. In an email you need to provide the following information: Rental Order number, Item name, tracking number, date of shipment and name of the carrier.

Disclaimer

RENTER ACKNOWLEDGES THAT AMERICAN BALLROOM COUTURE HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, INCLUDING THE SUITABILITY OF THE ITEM(S), ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS CONDITION AND/OR ITS QUALITY AND RENTER ACCEPTS ALL ITEMS AS "AS IS" CONDITION.

RENTER IS SOLELY RESPONSIBLE FOR THE SAFE CARE AND TIMELY RETURN OF THE ITEM(S) IN GOOD CONDITION, AND RENTER SHALL BEAR THE ENTIRE RISK OF LOSS OR DAMAGE TO THE ITEM(S).

You agree to all terms set forth and agree to cover the cost of the Item rental(s), shipping, and any damages/loss/theft and/or late charges.

You agree to allow American Ballroom Couture LLC to charge your payment account to cover these costs and any additional fees owed to ABC LLC.

WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT ANYTIME IN THE FUTURE AND ANY CHANGES WILL APPLY TO THE RENTAL OF ANY ITEMS AFTER THE DATE OF SUCH CHANGE.