

# Customer Rental Agreement

This Customer Rental Agreement (this "Agreement") is a legal agreement between you, the customer, ("you" or "your") and Mr James Inc ("Mr James," "we," or "us"), establishing the terms and conditions under which you will rent tuxedos, suits, accessories, and other items (each a "Product" or "Products") and receive related services from us or through our website at [www.hellomrjames.com](http://www.hellomrjames.com).

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Before you sign or click on the "I accept" button, carefully read this customer rental agreement. By clicking on the "I accept" button, you are agreeing to be bound by and are becoming a party to Agreement, which incorporates the website terms & conditions of use (available at [terms & conditions](#)) and the privacy policy (available at [privacy policy](#)). If you do not agree to all the terms of this Agreement, you will not be permitted to rent Products from Mr James.

This Customer Rental Agreement contains all the terms and conditions governing your rental of Products from Mr James. You agree and acknowledge that you are renting the Products and that ownership of the Products remains with Mr James at all times.

**Rental Fees and Credit Card Authorizations:** The rental fee ("Rental Fee") for the Products will be the Rental Fees, accidental damage waiver, taxes and any other associated charges detailed on the checkout page of our website in connection with your rental order. Upon placing your order for Products, you authorize us to charge your credit card for the Rental Fee. We will charge your credit card the amount of the Rental Fee immediately upon you completing your order in person OR on our website. You represent that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting the Products as described herein. A reservation for a Product on our website is an order for the rental of that Product, no matter how far in advance the order is placed. In addition to the Rental Fee, you further authorize us to charge your credit card for any Unreturned Fee, or other damage amounts as set forth below.

For Website orders Product Quality and Sizing: We will ship to you the Products and sizes as requested by you through our website ordering system. When you receive the Products you ordered, you should immediately inspect and try on the Products. If any item does not fit due to measurement error, you must notify us within 48 hours of order delivery, and we will ship you a replacement item at no additional cost to you, except for the actual cost of shipping.

Mr James authorizes you to have a tailor make minor adjustments to the jacket sleeve length and/or pant length; provided that you follow our Rental Tailoring Instructions. After the altered Product is returned and we determine that you followed the Rental Tailoring Instructions, we will refund your account for the cost of such alterations, as specified in the receipt from the tailor, up to \$15 per order/per item altered. All alteration receipts must be provided within 30 days of your event date.

Cancellations: You may cancel your order and receive a full refund with no cancellation fee if your order has not been prepped and packed for shipment. If your order has already been prepped and packed for shipment, a refund will not be issued.

Shipping and Return: Your rental order will be shipped to you via United Parcel Service (UPS) or FedEx Ground Delivery, and will be scheduled to arrive at least 14 days prior to your event date. We ship only to a valid residence, office or hotel street address within the continental US (we can not ship to a P.O. Box). All orders are shipped in a high quality corrugated box.

To return your rental, just pack everything back into the original box and peel off the shipping label along the perforated edges to reveal the prepaid return label underneath. **DO NOT TRY TO USE THE US POSTAL SERVICE TO RETURN YOUR ORDER.** Be sure to return all rental items as listed on the packing slip included in your order. We do not ship outside of the contiguous US, nor do we permit orders to be returned from outside of the contiguous US. If your destination event order is returned from Alaska, Hawaii, or an international country, we do not reimburse for extra shipping costs and international shipping costs. Returning your order from an international country will incur a late return fee as customs delays the return of your rental. **Unreturned Fees, Damaged and Replacement Fees:** All rental orders must be shipped back to The Black Tux no later than 3 days following your event date. Orders must be returned in the original The Black Tux shipping box. Your order will be considered returned when you follow these return instructions and deliver the box to any authorized FedEx pick-up location. Any Products not marked shipped within 3 days of your event shall be deemed lost or appropriated and you will be charged for the Unreturned Fee as detailed below.

**Personal Items: WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY PERSONAL ITEMS LEFT IN THE PRODUCTS OR THAT YOU OTHERWISE RETURN TO US IN YOUR SHIPPING BOX. WE WILL NOT REFUND (IN PART OR IN FULL) ANY ORDERS OR REIMBURSE THE COSTS OF ANY PERSONAL ITEMS YOU RETURN TO US.** If you believe that you have accidentally returned a personal item to us in your shipping box, please reach out to our customer care team at **info@hellomrjames.com** and provide us with all necessary information to allow us to identify the item. We may attempt to locate any personal items you believe you have returned to us upon receiving your request, but we are not obligated to do so and assume no liability for such personal items. If we are able to locate your personal item(s), we will attempt to ship the items back to you at the address you have provided and will charge your credit card on file for the associated shipping costs. We will not be liable for any personal items that are damaged or lost in transit. Please allow up to 21 business days for us to process, locate, and ship any found personal item(s) back to your desired address. We do not ship to P.O. Box addresses nor do we ship outside of the contiguous United States. We will not return any items that cannot be legally shipped, and we will not return credit or debit cards. Our warehouses immediately shred any credit or debit cards that are found. Any personal items left unclaimed within thirty (30) days of return will be donated to charity of our choosing – likely towards a Veterans charity.

When you rent Products from Mr James, an Accidental Damage Waiver is added to the cost of your order. This waiver covers only damages that can be repaired through normal dry cleaning or minor tailoring. If we determine that a rental Product is damaged beyond repair, or if a rental Product is not returned, you will be charged an Unreturned Fee for the item. Unauthorized alterations made to a Product will result in an additional charge to return the Product to its original size.

In conjunction with our rental service, we're offering the option to purchase limited items at a retail value. For items that qualify for Rent To Keep, you will find information in your rental order or the return email after your event. The option to keep your rental is not available for all styles. If any item is kept without confirming availability for final purchase the Unreturned Fee will be charged to your credit card on file.

The Unreturned Fees for individual items are as follow: Jacket \$625; Pants \$350; Shirt \$80; Hanger \$4; Garment Bag \$10, plus applicable sales tax.

You will be responsible for Unreturned Fees and any other damage charges collectively associated with Products you ordered and for any orders for Products initiated from your account. If we are unable to collect Fees owed by a member of an event (e.g. a groom's wedding party), the event creator (e.g. the groom) shall be responsible for paying such Fees. If you do not pay the amounts you owe to us when due, then we will need to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorneys' fees.

**Limitation of Liability:** The full extent of MR JAMES liability to you under this agreement is governed by our website Terms & Conditions of Use (available at Terms & Conditions) and our Privacy Policy (available at Privacy Policy), which are hereby incorporated into this Customer Rental Agreement.

**No Warranty:** We do not make any representations or warranties about the products and all disclaimers set forth in the Terms & Conditions of Use will apply to the products and any other activities under this agreement.

Date .....

Signed (on behalf of Mr James ) .....

Date .....

Customer .....

Name:

Date from:

Date to:

Credit Card Authorization Form

Name on Card

Credit Card #

Expiry Date

Zip Code

CVV

Total Amount

Rental \$150 per night

(Please note your card will be billed for every night there after the Tuxedo is not returned)

Driving License ID

I have read all the context of this contract and Credit Card Authorization and fully understand if the Tuxedo is damaged, cannot be re used or returned late then additional fees will be ran on my credit card.

Signature .....