



## **Customer Agreement**

MS Events hereby agrees to lease to the Client the equipment described on the face of this agreement or in attached schedules in accordance with the following agreement:

1. **RENTALS**: MS Events charges for a one-time usage period.
2. **DELIVERY/PICK UP**: Delivery service is available to Charlottesville and the surrounding counties. Delivery fees vary per location. Additional delivery charges may occur with rental orders requiring more than one delivery and/or truck. Delivery and pick up times should be discussed when the order is placed. If an order requires delivery or pick up after hours, at a specific time, or on a Sunday, an additional fee may incur. Upon pick-up, rentals must be returned to their original containers: plates placed in crates, linen and hangers need to be placed in bags provided by MS Events, and chairs must be stacked and placed on pallets, etc. A break-down fee will occur if MS Events' staff is required to return rentals to their necessary pick-up position. Client is to provide venue hours of operation, contact information at the facility, and any special instructions. At the time of delivery, the client assumes responsibility for security and working order of all equipment. If client is not available upon delivery, it is assumed that all items were delivered in good working order; therefore, client is responsible for all missing items and any damage to said items.
3. **CLEANING**: China, glassware, and flatware must be returned free of debris repacked properly in the provided crates lined with plastic bags. All glassware must be returned to appropriate racks with foot side up.
4. **LINEN**: Client must use the linen bag provided and not place linen in plastic bags, as mildew or permanent stains may result. Damage such as mildew, burns, candle wax, pen markings, or tears will be billed to the client at the replacement cost of the item. Please return all linen dry and free of waste.
5. **DAMAGE**: Unless noted on delivery inventory list by client, all items and equipment are assumed to be in good order and free of damage upon delivery. For items that are damaged, stained, or in otherwise non-original condition, client will be charged all associated cleaning and/or shop fees to return said items to the original condition. A Replacement Fee will be charged to the client for items that are beyond repair.
6. **INDEMNIFICATION and DEFENSE**. Client assumes liability for, and shall indemnify, defend, and hold harmless, MS Events, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorney's fee, of whatsoever kind and nature, relating to or arising out of the use, condition (including MS Events), operation ownership, selection, delivery, leasing, or return of equipment, regardless of wear, how, and by whom operated, or any failure on the part of client to perform or comply with the condition of this lease. Without limiting the generality of forgoing, client shall, at its own cost and expense, defend MS Events against all claims, suits or proceedings commenced by anyone in which MS Events is named as a party for which MS Events is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by MS Events, and client shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such is commenced naming MS Events as a party. MS Events may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and client shall be liable for and reimburse client for all costs, expenses, and attorney's fees incurred by MS Events in such defense. This contract will be governed pursuant to the laws of the State of Virginia.
7. **ADDITIONAL CHARGES**: Additional charges may apply if (1) the delivery site is not ready or accessible when the crew arrives, (2) rented equipment is not ready for prearranged pick-up, (3) delivery or pick-up is from any location other than that agreed upon, (4) items are missing/damaged, or (5) event requires after-hours or specific time delivery/installation or pick-up.
8. **AGREEMENT**: This Agreement assumes good faith on the part of both the Client and MS Events to deliver and complete all work as described above. Any amendment to this Agreement must be made in writing and agreed to by both parties.
9. **CANCELLATION**: A written notice is required for cancellation. Cancellation will result in forfeit of non-refundable retainer. Once equipment is accepted for delivery and assumed to be in good working order, refunds cannot be issued.
10. **PAYMENT**: This contract shall remain void unless accompanied with a 50% non-refundable retainer. The remaining balance is due fourteen (14) business days from the event specified above. Any changes made after the fourteen (14) day cut-off that results in a reduction of total cost will be accommodated; however, this contract may not be reduced below the non-refundable retainer amount taken at time of contract and a refund will not be issued until the conclusion of the event. Changes made after the fourteen (14) day cut-off that result in an increase of total cost must be paid for on a same-day basis. Delivery will not be made without final payment. A \$50.00 returned check fee will apply. Payment may be made by cash, check or credit card (Visa, MasterCard, or Discover). A credit card must be kept on file in case there are missing or damaged items.
11. I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THISCLIENT.

CLIENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please return contract with deposit to:  
MS Events  
1135 River Rd  
Charlottesville, VA 22901