

**Linen Rental Agreement Terms & Conditions**  
**Rio Rancho Party Rentals, LLC**

- 1. Inspection:** The lessee acknowledges that he/she will personally inspect the rental linens and/or chair covers, find them suitable for his/her needs and in good condition, also he/she understands the proper use and agrees to inspect the rental linens and/or chair covers prior to use and notify **Rio Rancho Party Rentals, LLC** of any defects or incorrect linens within 24hrs of receipt of the linens and/or chair covers.
- 2. Warranties:** There are no warranties of merchantability or fitness, either express or implied: There is no warranty that rental linens and/or chair covers are free of any defects.
- 3. Prohibited Uses:** Use of rental linens and/or chair covers in the following circumstances is prohibited and constitutes a breach of contract: (a) Improper, and unintended use or misuse. (b) Use by anyone other than lessee. (c) Use at any location other than the address furnished by the lessee.
- 4. Time of Return:** The lessee agrees to return the rental linens and/or chair covers on the next day after the event or as agreed to. The lessee agrees to pay an additional rental fee for every day the rental linens are late, and lessee authorizes the credit card provided by lessee to be charged for any late fees. Time is of the essence of this contract. Any extension must be mutually agreed upon in writing.
- 5. Return of Rental Items:** Lessee shall return all rented linens and/or chair covers to **Rio Rancho Party Rentals LLC** in the condition as when picked by the lessee, subject only to reasonable wear lessee shall be liable for all damages to or loss of the rented items. Lessee shall be responsible for all losses or damage to rented items from time of pickup.
- 6. Damaged or Lost Items:** The lessee agrees to pay for any damage to or loss of items, regardless of cause, except reasonable wear. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items. Items damaged beyond repair or normal cleaning will be paid for at its replacement cost when rented. Replacement cost will be 3 times the rental fee. Please avoid getting candle wax on the linens as it will not be able to be removed and you will be charged for replacement. A minimum of \$350 attorney fees or actual attorney fees will be assessed on uncollected or unpaid balances if rental items are not returned or damaged linens are not paid for.
- 7. Theft of Items:** The lessee agrees to pay for the linens and/or chair covers at 3 times the rental rate for all types of theft or mysterious disappearance. The Lessee authorizes the lessor to bill credit card on file provided by lessee for damage or loss of items on rental order, at its replacement cost and administrative cost when rented.
- 8. Return Packaging:** Items should be dry and free of any and all food debris and placed into the laundry bags that were supplied. **Rio Rancho Party Rentals LLC** will take care of the laundering and folding. **Please Do Not** place linens in plastic bags as they will mildew.
- 9. Finalization of Order:** Upon placing your linen order with **Rio Rancho Party Rentals LLC** your linen or chair covers are reserved for you or ordered from our suppliers right away, therefore, no changes to the type, fabric, size, or color will be allowed. Special Fabric Orders require a 50% non-refundable deposit. All sales are final.
- 10. Payment Terms:** Upon acceptance of your order, the customer agrees to place an authorized credit card on file. You can still pay with another payment method and the card will only be charged in case of damage, loss or cancellation.
- 11. Rio Rancho Party Rentals LLC**, has the right to refuse service or cancel an order for any reason without liability. Customer agrees to the laws and jurisdiction of the State of New Mexico for dispute resolution. Unauthorized credit card use is punishable by law and is subject to order cancellation.

Client (lessee) Signature \_\_\_\_\_ Date \_\_\_\_\_