Rental Agreement

Terms and Conditions

 Pricing and Product Availability

We hold pricing and guarantee product availability for 14 days after the proposal date.

Rental Dates

Weekend orders may be picked up on Thursday between the hours of 2:00 pm- 5:00 pm and Friday between 9:00 am – 5:00 pm and are due back on Monday between 9:00 am – 12:00 pm or Tuesday 9:00 am – 5:00 pm. We are closed on Sunday.  
Weekday orders may be picked up the day before an event and are due back the day following.   
Please call with special circumstances or if you need special help.  Additional days incur an additional day's rental fee without prior approval.

Required Deposit/Paperwork

Rental and floral services require a signed Customer Agreement and 20% deposit. Final payment with changes, substitutions and final counts are due one week prior to the event.  Some items may be ordered or customized just for your order. These orders may not be changed within six weeks of your event. These items will be designated on your event order.

Delivery and Set-Up Fees

Our delivery charges begin at $100.00.  
This fee is calculated based on the number of items, bulkiness, and delivery location. All vases, containers and packing materials must be returned with your order, or fees will be assessed. Items must be gathered and ready for loading following event. Delivery includes drop off on Friday or Saturday and pick-up on Monday. If you, the renter, will not be available during pick-up, it is your responsibility to coordinate with the venue to ensure all items are gathered together in correct location. This fee includes the setup or installation of the rented item and/or applying only the decorations that WE PROVIDE. Fees are based on total number of items, assembly time and decorating involvement.  We do not install or decorate with items that were not provided by us.

Late Returns

If items are returned late, the customer will be charged for an additional day. If items are not returned within seven days, and customer is not able to be reached, replacement fees will be assessed and charged to the credit card on file.

Pick-Up Rental Requirements

Rentals must be picked-up in a secure vehicle.  A valid driver’s license for the driver, a credit card and ID from the card holder must be on file.  Items must be returned on your due date to avoid additional charges.  Any items missing upon return are automatically charged for replacement or late fee (additional day).  Client is to inform us upon arrival is something is damaged or missing.

Damaged/Missing Items

Renter assumes full responsibility of item upon possession, and agrees to pay full replacement cost for lost or damaged items.

Pricing Policies

Rental Prices are subject to change without notice. Price quotes are valid for 14 days. Orders with special pricing must be booked by the date specified. All rental prices are non-negotiable.

Weather Related Issues

Thornhill Market Florist does not issue refunds for any reason, including inclement weather.  Should bad weather or wind become an issue, TMF reserves the right to refuse or release such items and offer a substitution of in-stock items to help facilitate and indoor function.  The client assumes all risks and hardships involved with having an outdoor event. TMF is not responsible for revising your event design the day or two prior to your event, should inclement weather be ensuing.  It is our desire that your event go as smoothly as possible.  However, if you choose to chance the weather, the client assumes full responsibility for wind and weather damages.

Payment Terms

A valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above.  The credit card will be charged if changes are made the day of the event, such as added services, labor or additional items are requested or required. If you submit a check that is subsequently returned, you will be required to pay in cash or credit card only. A $30 fee is assessed on all returned checks. Late payments – refers to any payment not received in our office fourteen (14) days prior to event date.  Payments after this date will have to be made by cash or by bringing in client credit card and swiping it in our office which requires a client’s signature.  Check payments are not accepted the week of the event

* **Credit Card Payments -** Payments should be made in office with client signature.

Orders and changes

All order/service changes must be placed in writing, faxed or emailed as to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email or fax. Additional services require an appropriate deposit and will be charged to your credit card unless other terms are specified. Emails are considered legal and binding and do not require a signature to be valid. If changes are made the day of the event, a responsible party must sign for them upon delivery, pay with cash, or the credit card will be billed automatically.  Substitutions are allowed with a 14 day notice.  No substitutions are allowed within fourteen (14) days of the event.  Items may be allowed based on availability.

Cancellations

Please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rentals and services for your event date, and thus **all payments are non-refundable**. All services may be cancelled if received in writing no later than 30 days prior to the event. You would not be obligated to pay the balance of your invoice, unless you placed a special order for an out-of stock item which was purchased specifically for your event. In such cases, you would be contractually bound to pay the balance due on the account. Consulting packages contain services that are rendered on a daily basis leading up to the event and must be paid in full, even if the event is cancelled. A credit in the amount of the deposit will remain on file if the event is postponed.

Photography Release

By signing this agreement, you give Thornhill Market Florist (TMF) permission to use the photos that we take at your event on our website and advertisements, materials, etc, with the understanding that you will not profit from them in any way.

Non-Payment/Breach of Contract

No services contained in this contract will be rendered, delivered, or available if balance is not paid in full prior to your event. The last day to remove items from your order is 2 weeks prior to your event.

* For Individuals: No payments will be accepted beyond the event date. No exceptions!
* For Corporate Accounts: 50% deposit required, final payment due within 7 days of the event. If one payment is late, payment extension privileges will be suspended.  
  The following circumstances are considered a breach of contract:
* If payments are not received by the due date, and the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach of contract, and all previous payments are forfeited.
* If payment is not received in a timely manner, TMF will consider your rented items and services available for another client’s use. TMF is not contractually obligated to accept payments beyond the due date, nor refund previous payments. We will schedule another client’s event on your event date if we have been unsuccessful in contacting you or obtaining a response from you regarding payment. We will attempt to contact you using all phone numbers, email addresses and fax number. We understand that some things happen which are out of your control and we will work with you if you experience difficulty. It is possible to modify your contract, but must be approved by TMF.

Service Guidelines

If you, your family members and friends are opting to decorate yourself, or use your own decorator, such person(s) are also required to abide by our guidelines, but you (the client) will be held responsible for damaged or missing items.

Damaged Rentals

**Wax Damage to Linens** - If damage or stains occur which require extra cleaning, client will be notified and billed of such services within 10 days after the event. Such damages would include wax stains. This is the most common cause of damages to linens. All candles must be in a glass container or set on a mirror, candle stand, glass or protective cover to eliminate wax spills on the linen. No candles are to be placed directly on the linen without an appropriate holder. If burns occur, the item is considered damaged, and must be replaced. If there are any wax stains at all, even a small dot, the item will be considered damaged and will also need to be replaced.

**Ink Damage to Linens** - Ink and marker stains will not come out, so please do not provide coloring books for children on tables that you have rented linens for. Butcher paper from the craft store is more appropriate. You can still create a centerpiece for the children’s table to tie it in with your other guest tables.

**Chocolate Stain to Linens** - For clients renting linens: Bella Wedding Rentals offers a plastic table covering rental for $8. to be used under the chocolate fountain. This will prevent permanent damage to our linen and possible replacement fees to your account. If the client refuses the covering, the client assumes full responsibility for the chocolate stains and the replacement fee starting at $40-$80 for each table linen affected.

**Glassware/Flatware/Dinnerware Rentals** - Does not include:  setup of the items on the tables, napkin folding, food handling, catering duties of any kind, including: table bussing, replacing glassware, dinnerware or flatware back into crates, beverage handling or setup of coffee urn or punch fountain. Caterer must monitor glassware/flatware usage and replenish the buffet/guest tables as needed.

Clean-up

All items must be free of debris and liquids before returning. Catering items such as fountains, urns, chafing dishes or other must be rinsed before returning. Please discuss these services with your food provider. If the items are left in a full/dirty state, TMF will charge a fee of $5 per item. Deep cleaning of catering items is performed by TMF using professional means, and the items are not to be dismantled by you or your food provider.

**When you sign your order at pick up you are signing that you have received all of your items in good condition.  You are also agreeing that the items are the correct items**.    
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Home:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pickup & Delivery Information

I would like my order delivered: yes/no                Delivery Date: Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name:   
Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Order Terms and Conditions:

Orders placed are subject to a 50% cancellation fee, even if the credit card payment has not been processed. Customer agrees to the Rental Terms and Conditions. Final Selection/ Counts and cancellations must be received no later than the Friday two weeks prior to the event. ALL PAYMENTS ARE NON REFUNDABLE.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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