

SugarCubes PDX

RENTAL AGREEMENT

For the purpose of this Rental Agreement (the "Agreement"), "Rental Company," "us" and "we" shall mean SugarCubes/SugarCubesPDX/Nan Scott Design, its owners, officers, directors and employees, and "you" shall mean Customer, Customer's guest/visitors, its agents and/or employees. In consideration of the hiring from Rental Company of the rental item(s) and/or delivery of food products listed on Customer's invoice, which invoice is deemed incorporated herein by reference and made part of this Agreement, Customer agrees to the following terms and conditions:

1. By submitting a SugarCubes Reservation Request, the Customer agrees to the following statement: "I have read and understand the SugarCubes Rental Agreement as contained in their website, and agree to its terms and conditions."

1. Rental rates are based upon a 48-hour period from the time of delivery or pickup of items. There are no refunds given for rentals delivered but not used.

2. Rental Cost assumes pickup by customer at the SugarCubes location at 1500 SW Borland Rd., West Linn, OR. Delivery and pickup of items by Rental Company is available for an extra fee described on website. In the event Rental Company delivers items, delivery and pick-up is made at street level. Additional charges will apply if delivery involves extra handling due to obstacles, stairs, etc. or if the delivery location is not easily accessible to our delivery vehicle(s).

3. Payment in full of your rental order (including the Deposit and any delivery charges) must be received 36 hours (three days) prior to your delivery date.

4. There are no refunds if you have to cancel your order. There are no exceptions, as we reserved and processed your wares that could have booked for another client. We will offer you another time for your order within the same calendar year.

5. Every effort is made to fill your order exactly as requested. However, if circumstances prevent us

from doing so, we reserve the right to make substitutions of equal or greater quality to your order.

6. You or an authorized representative must be available to count and inspect all items upon delivery and pick-up, otherwise our counts will be considered accurate. In the unlikely event of any problems with your order, you must contact us immediately. Credits will not be issued if we are not given ample notice prior to your event of any problems with your order.

7. You are responsible for the rentals from the time of receipt until the time of their return and for securing them when they are not in use and to protect them from the weather at all times. To avoid additional charges, you are required to carefully rinse, dry and return the rentals to us food and particle free, and repacked in the same materials and containers as delivered. Under no circumstances should the rentals be placed in a dishwasher for cleaning. Breakage, including chips, cracks, stains or shortages (including our containers and crates), will be billed via an invoice within three days of pickup of the items. Replacement value shall be the cost of replacement of the item, as determined and documented on Replacements.com or retail site.

8. Rental Company makes no warranties of merchantability or fitness of any particular use or purpose, either expressed or implied, of the rental items or of food products delivered. There is no warranty or representation that the rental items or food products are fit to Customer's particular intended use, or that the rentals are free of latent defects. Rental Company shall not be held responsible to Customer or any third party for any loss, damage, illness or injury resulting in any form/way attributable to the operation of, use of, or any failure of the rental items or related to consumption of food products. Rental Company shall not be held responsible for any defect/failure unknown to it.

9. No default, delay or failure to perform on the part of Rental Company shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Rental Company. These causes include without limitation, labor disputes, lock-outs, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, severe weather, fire, earthquakes, acts of God, terrorism, war, or default of a common carrier.

10. You agree to defend, indemnify, and hold Rental Company, our agents, employees, assignees, suppliers, sub-lessors and sub-renters harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"), in any way arising from, or in connection with the items rented or food products delivered under this Agreement, including, without limitation, as a result of its use, maintenance, or possession, regardless of the cause of the Claim. SugarCubes/ SugarCubesPDX/Nan Scott Design, its owners and employees assume no responsibility or liability for accidents, illness, injuries to party guests, or property damage.

As professional event planners, we can assure you that a safe and entertaining environment will be provided for your guests and we will be respectful of your home and property. SugarCubes/SugarCubesPDX/Nan Scott Design has provided this account of our policies and terms of service with the assumption that you have read and agree to our policies before submitting the Reservation Request. Please ask for clarification if there are any questions regarding the above policies before reserving your party.

11. The Customer is solely responsible for any additional charges incurred as a result of failure to meet the conditions of this Agreement. All collection fees, attorney fees, court costs, or any other expenses incurred by Rental Company in order to enforce the terms of this Agreement will be the Customer's responsibility.

12. This Rental Agreement is valid whether properly signed by Customer or not, so long as Customer submits a Reservation Request and takes possession of the rental items. It is also valid if signed by a third party signing on behalf of Customer.

13. This authorizes SugarCubes/SugarCubesPDX/Nan Scott Design and/or client to take photographs and/or video with SugarCubes rental items. Rental Company is hereby authorized to use pictures of events where their rentals were used on their website or literature, including blog sites, internet, streaming or video are evidenced, unless requested otherwise by Customer.

14. The Customer's representative, photographer/ videographer and or cameraperson agrees to assume financial responsibility for any bodily injury, illness or property damage which may occur in the course of his or her work with Rental Company's merchandise.

15. By submitting a Reservation Request, you indicate that you have read and agree to all the terms and conditions stated herein, and you authorize SugarCubes/SugarCubesPDX/Nan Scott Design to invoice and collect any and all costs in connection with your rental order, including but not limited to, damage or replacement fees, if any.

16. Customer agrees to return rentals at a time certain as indicated on the Reservation Request (or to make them available for pickup in the event they have selected and paid for the delivery/return pickup option). If the items are not cleaned, repacked, and returned at the agreed upon time, Customer will pay \$50 for the rental package when it is between one to 23 hours late, and the full amount of the rental for 24 hours and over (per day).

Revised 5/2021