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## RENTAL AGREEMENT – TERMS & CONDITIONS

### RESERVATIONS

To confirm a reservation, we require your contact information, a credit card number on file, a deposit and a signed rental contract. The deposit is equal to 50% of your order total and is applied to your final balance. Deposits for reservations made the prior year will be 25% of the total which is fully refundable to the end of the year. At that time, the deposit is increased to 50% and becomes non-refundable.

### PAYMENTS

Payments can be made in any of the following ways: credit card, Interac, cash, email transfer, direct deposit or cheque. We take payments in person, by phone, by email, or by mail. Final payment for your order must be received no later than 14 days before your event day. Additional charges for items such as missing or damaged items, extra cleaning or cartage will be automatically charged to the credit card on file and an invoice emailed or mailed to the contract holder.

### CHANGES AND CANCELLATIONS

All reductions in numbers of china and glassware must be received 14 days prior to your event day. Any reductions or cancellations made between 14 days and 72 hours of the planned date of delivery will be subject to a 50% cancellation fee. Any reductions withing 72 hours of delivery will not be refunded. Any increases in your numbers are subject to availability. You may make changes by phone or email during business hours.

### RENTAL PERIOD

Items are reserved one day in advance of the event date and due back the next day unless previous arrangements have been made. Black & White Event Rentals (Black & White) is flexible on this rental period so please discuss with the office if you need it extended. We do offer long term rental periods, please inquire with the office for rates. All items will be charged for rental period even if they have not been used.

### CHECKING YOUR ORDER

We do our best to make sure your order is complete. If you discover any missing or damaged items upon receipt, please contact us immediately so that we can try to resolve the issue. After office hours please contact our emergency line. Many factors can contribute to items being lost or damaged during an event. We cannot accept disputes after the event is over and charges will be applied to credit card on file.

### LIABILITY

The renter assumes all responsibility for all damages to rented equipment and agrees to release Black & White, its directors, officers, shareholders and employees from any and all claims for damages to property or bodily injury.

### DELIVERY & PICK UP SERVICES

Delivery rates are based on drop off to an accessible area to our truck i.e.: driveway, garage or yard. Should you require delivery beyond our truck tailgate (approx. 20 ft.) or set up and take down of items, please request a quote prior to your event. Structural items such as tents, dance floors, and staging will be set up by the delivery crew. Please inform the office if there are any stairs, slopes or obstacles that may prolong delivery and incur additional charges. Black & White reserves the right to decline delivery due to danger to the crew or equipment.

Delivery times are set on the week prior to delivery. You will be given an idea of a morning or afternoon delivery time. Our trucks start early and will deliver until their schedule is complete, we are sorry that we cannot guarantee delivery times. Please call the office to check in on their timing.

For pick up, all items must be broken down (tables, chairs, etc.) and stacked together in the same place that they were delivered. All items to be placed in bins and containers provided. If a pick-up time has been arranged and our crew arrives on or after the specified time and your equipment is not stacked and ready

for pick up, any delay, take down or organizing of items will be billed out at \$75 per hour or we will have to return at another time at an additional cost.

**PREPARING ITEMS FOR RETURN**

Linen must be dry and out of direct sunlight to help prevent mildew, free of any wax, food, or garbage and placed in containers provided. Do not place linen in plastic bags as it encourages growth of mildew. Replacement cost will be charged for all damaged linen, costs range from \$30 to \$100 per piece.

Plates, cutlery and food service items should be "dishwasher ready", rinsed or scraped well and free of food and garbage and placed back in containers provided. There is a charge of 30% of the rental cost for items returned that require extra rinsing. Replacement cost will be charged for missing pieces and breakage including crates, containers and boxes.

Remove any tape, ties, ribbon, staples, felt pads from all tables, chairs, glassware and any other rental items.

We often receive items that do not belong to us. Any items returned with your order will be put away if possible, labelled with your name and dated. You will be notified as soon as possible after your event if there is anything to pick up. We will store the items for 30 days and if they are not picked up, they will be discarded or donated to a local charity.

**MISSING AND DAMAGED ITEMS**

If you return damaged items to us or are missing items, you will be informed as soon as possible. If the missing items cannot be found or we are unable to contact you, replacement fees will be charged to the credit card we have on file. If items are returned within one week of notice, we will refund the full amount.

The client is responsible for all items from time of possession to time of return, please be sure to protect all items, including packaging materials, from all potential hazards such as weather, transportation, and misuse. Please do not throw out our crates, cardboard boxes, inserts, dividers or packaging material.

Extra charges will apply to, but not limited to: linen returned with excess grease, ink, wax or hard to remove stains; dishes, cutlery and food service equipment that require excess rinsing and cleaning; removal of tape, wax, labels or any decor items that have been added to rental items.

**TENTS/CANOPIES**

We suggest close attention to rented tents to avoid extra charges. Before tents are installed please mark any underground services such as irrigation lines, gas lines, septic tanks, etc. Renter agrees to assume liability/costs to any damage to underground services. All tents will be staked into the ground to secure unless above ground weights are rented at an additional cost.

If tents are installed in a publicly accessible area, we suggest having security to avoid damage to tent or rental equipment. Do not use crepe paper, streamers, mini lights, staples, tape on vinyl or tent poles. Keep light bulbs and heaters at a safe distance from vinyl. Do not cook under tent, place cooking source at downward side of the tent. **NO** bon fires and tiki torches near or under tent vinyl.

*I have read and understood the Terms and Conditions for Black & White Event Rentals.*

**NAME ON CONTRACT** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_