


Kustomz By Kim LLC
CUSTOMER AGREEMENT & WAIVER

 **Customer Agreement & Waivers**

Kustomz By Kim LLC requires all clients to complete the Customer Agreement to be returned thirty (30) days prior to your Event Date. If you choose not to send in the required Customer Agreement Kustomz By Kim LLC cannot move forward with your Event and reserves the right not to refund any payments including security deposit. You will be contacted via email for any missing paperwork. The Waiver Agreement is for normal use and does not cover broken, lost, or misused equipment. Customers may not sub-lease, loan or move equipment to any place other than designated location. Charges are made for time out (not time used)

 **Reservation/Security Deposit**

You are encouraged to reserve equipment and or book your event as soon as possible to insure availability on the date requesting. Kustomz By Kim LLC requires a Security Deposit of \$150.00 in addition to 25% non-refundable down payment towards the cost of the rented items and or event. All orders are to be paid in full two (2) weeks prior to time of delivery/event. Security deposits are refunded via CHECK REFUND within 7 business days following the event. Pending the rented items are returned on time without "Loss" or "Damage". However, if the replacement cost of the damaged or missing items is more than the security deposit, the client remains responsible to pay the remaining replacement cost.

 **Payment/Credit Card**

Regardless of the payment method, Kustomz By Kim LLC requires the information of a major credit card (we accept Visa, MasterCard, American Express) to be kept on file for the protection of Kustomz By Kim LLC's property. All orders are to be paid in full two (2) weeks prior to time of delivery/Event. We except PayPal, Card Payments, Cash and Money Orders. NO PERSONAL CHECKS.

 **Event/ Venue Location**

Please ensure that your location/site will allow 2 – 3 hours prior to your event for Kustomz By Kim LLC to decorate the space. We are NOT responsible for moving tables or unstacking chairs. Please ensure that the site has all tables up and chairs pushed in to allow for a rapid setup. If Kustomz By Kim LLC staff must unstack and/or setup the venue, your event may be delayed due to additional time needed to Kustomz the venue and your security deposit will not be refunded but used as a labor/service charge for Kustomz By Kim LLC. Secondly, If Kustomz By Kim LLC does not have the amount of time outlined on your Invoice to setup the room your Security deposit will not be refunded. We need to have the proper amount of Time to Kustomz each event. Lastly, If the venue is not available for Kustomz By Kim LLC to Disassemble as per the contract, we reserve the right to retain your security deposit.

Changes/Cancellations/Invoice Adjustments

If you need to change/cancel your event Kustomz By Kim LLC will not refund any payments made, a credit will be held by Kustomz By Kim LLC for the amount paid for twelve (12) months for you to use given the date requesting is available. After the twelve (12) month period the credit is void, and no money or service will be returned. The Customer agrees that the fees retained upon cancellation are not penalties but are to compensate Kustomz By Kim LLC for administrative costs and potential loss of sales to Kustomz By Kim LLC for other clients requesting a reserved date. All Adjustments to your order must be in writing and emailed to kustomzbykim@gmail.com a minimum of thirty (30) business days prior to your event to ensure the changes can be made. You get one date change free of charge. If you need to change your event date after the first complimentary change there will be a 25% rescheduling fee of your total event amount. If there is to be any changes to the event such as but not limited to color scheme, theme and guest count a fee may apply. Once Kustomz By Kim LLC receives your written change request, we will have five (5) business days to respond. A new invoice and contract will be sent to you reflecting the adjustments.

Delivery

All orders for delivery requires a fee. The delivery price quoted is based on a round-trip mileage charge. i.e. for the delivery and pick-up of the items from your designation location. Items will be unloaded and delivered just inside of the front entrance of the first floor, backyard, tent or facility venue. Due to insurance regulations, we cannot be responsible for damage due to deliveries being made further into a residence or facility. Additional charges may occur due to elevator use or delays in delivery/pickups. It is the customer's responsibility to be at the site for both delivery and pick-up to verify the accuracy of these counts. If customer or authorized designee (listed in the contract) is not available to verify, the customer accepts the counts of Kustomz By Kim LLC staff. All equipment must be stacked, folded or bagged and returned to the same place as delivered. Bags will be provided for all soiled linen. If equipment is not ready for pick-up at the contracted time a service charge will be charged to the renter. All equipment will be counted by Kustomz by Kim LLC staff upon delivery and pickup. Equipment must be protected from the weather at all times. Charges are made for time out (not time used) so in order not to incur any additional rental charges, return all equipment promptly by due date. Equipment must be returned clean, free of all tape, ribbon, etc.

Equipment Damage Waiver:

This Waiver Agreement is for normal use and does not cover broken, lost, or misused equipment. Customers may not sub-lease, loan, or move equipment to any place other than designated location. Charges are made for time out (not time used). The rented item(s) are to be returned on time without "Loss" or "Damage". If an item is broken or loss the client is responsible for the cost of the item(s). If the replacement cost of the damaged or missing items is more than the security deposit, the client remains responsible to pay the remaining replacement cost. This can be charged to the card on file.

Injury/Damage Waiver:

Kustomz By Kim LLC is not responsible for any kind of unforeseen death, injury or damage whatsoever that could occur per use of our rental items. The Client hereby waives all claims for injury, damage or loss to person and property resulting directly or indirectly from the use of items provided by Kustomz Bk Kim LLC. They further release Kustomz By Kim LLC from any liability for injury, damages or loss which may be caused by any act or omission. All clients and their guests do fully participate at their own risk.

Unforeseen Events

Client agrees that Kustomz By Kim, LLC and its workers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority. Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the Client at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a credit will be held by Kustomz By Kim LLC for the amount paid for twelve (12) months for you to use given the date requesting is available. After the twelve (12) month period the credit is void, and no money or service will be returned. For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, hurricane watches and warnings, lightning strikes, etc., Kustomz By Kim, LLC reserves the right to stop work that may be in progress and/or cancel and event prior to event date for expected hazardous weather.

Photo/Video Release

By initialing this Agreement, you give Kustomz By Kim LLC permission to use photographs taken at your event on our website, social media sites and advertisement. The customer will not profit from these photos in anyway.

