

# your butler's pantry rental terms.

We believe communication and thinking ahead are essential ingredients for good relationships and successful events. Your Butler's Pantry rental items are recognized by our clients and their guests for their uniqueness, beauty and value. Certain pieces in our curated collection are vintage, valuable and one-of-a kind; as such we are delighted to share our pantry with you and trust these Rental Terms honor your use of them in a reasonable and safe manner. Please carefully review this agreement. In acknowledgment of your agreement and understanding please sign and date below to indicate your acceptance of Your Butler's Pantry Rental Terms.



printed name.

signature.

date.

For the purpose of this agreement: YBP means Your Butler's Pantry LLC, its owner, officers, directors and/ or employees; RENTER means the person(s) named as "customer" in a YBP Order, their guests/visitors, customers, contractors, agents, employees and/or other associates; Rental Agreement means the itemized list of items, products and services detailed in a YBP Order and incorporated into this agreement; Replacement Cost means full cost of item replacement as determined by YBP.

## intent

It is the intent of YBP and RENTER to enter into an agreement regarding these Rental Terms.

## deposit

YBP agrees to reserve the items listed in the Rental Agreement on behalf of RENTER after receiving (1) a 50% deposit of the total rental cost specified in the Rental Agreement and (2) a signed and dated YBP Order reaffirming RENTER accepts these Rental Terms. YBP in its sole discretion may elect to waive the requirement of 50% deposit prior to reserving items for RENTER.

## balance

YBP will contact RENTER seven (7) business days prior to the delivery date stated in the Rental Agreement to confirm details. At that time, the remaining balance of the total cost specified in the Rental Agreement becomes due. **Neither the deposit or the balance are refundable once charged.**

## duration

YBP and RENTER agree RENTER has only the limited right of possession of the items subject to the Rental Agreement during the time specified in the Rental Agreement. If RENTER retains the items longer than the period specified in the Rental Agreement RENTER may be criminally liable under Texas Penal Code §31.04 and YBP has the right to charge RENTER late fees up to the maximum rate allowed under Texas law. RENTER agrees and authorizes YBP to charge the RENTER'S credit card provided in conjunction with the Rental Agreement for any and all such charges.

## damages

RENTER assumes responsibility for items subject to the Rental Agreement while in possession of RENTER. YBP includes a non-refundable damage waiver equal to 10% of the rental charge on every order. The damage waiver means RENTER is only responsible for damage or missing items due to neglect, missing parts, misuse or abuse, vandalism, disappearance or theft. RENTER must return broken items to YBP for the damage waiver to apply. **RENTER agrees and authorizes YBP to charge RENTER'S credit card provided in conjunction with the Rental Agreement the Replacement Cost for items damaged or missing due to neglect, missing parts, misuse or abuse, vandalism, disappearance or theft.**

## indemnify + hold harmless

RENTER indemnifies YBP and RENTER assumes all liability from any and all responsibility or liability from injury, death or damage arising out of the use or operation of items subject to the Rental Agreement. RENTER further agrees to waive, release and discharge any and all claims for injury, death, or damage against YBP that the RENTER may be otherwise entitled to assert.

## governing law, dispute resolution + attorney fees

This agreement is governed by the laws of the State of Texas. RENTER agrees that all disputes with YBP will be resolved in Harris County, Texas.

YBP and RENTER agree that disputes may arise regarding this agreement and if so, agree to speak with one another civilly with a resolution-oriented outlook. If YBP and RENTER are unable to come to an agreement through talking, they will then attempt to negotiate in good faith to resolve any dispute arising out of or relating to this agreement promptly by confidential mediation, before resorting to litigation or arbitration. YBP and RENTER will work together to select a mutually agreeable mediator in Harris County, TX.

If either YBP or RENTER retains legal counsel or brings an action against the other for matters arising out of or related to this agreement, the unsuccessful party shall pay the prevailing party reasonable attorney's fees and costs incurred, in addition to any other relief to which it may be entitled. RENTER agrees to pay all attorney's fees and costs incurred by YBP in enforcing its right against third parties, regardless of whether litigation is commenced.

## credit card authorization.

Please complete all fields. You may cancel this authorization at any time by contacting us; it will remain in effect until cancelled.

card type \_\_\_\_\_

name on card \_\_\_\_\_

card number \_\_\_\_\_

expiration date \_\_\_\_\_

cvv code (3-4 digit) \_\_\_\_\_

ZIP Code for Card \_\_\_\_\_

I, \_\_\_\_\_, authorize Your Butler's Pantry to charge my credit card above for agreed upon purchases. I understand that my information will be saved for future transactions on my account unless I request otherwise.

signature.

date.