

# You Can't Beat This!

party rentals

## Decorating Services Contract/ Decorating Session Order

Phone: 602-295-4407

Email: [info@youcantbeatthisrentals.com](mailto:info@youcantbeatthisrentals.com)

Website: <http://www.youcantbeatthisrentals.com>

Facebook: <https://www.facebook.com/youcantbeatthisrentals?fref=ts>

1. **DECORATING SESSION ORDER:** This signed Contract represents an order for decorating and/or event planning services. There are no oral or other agreements and this contract constitutes full and complete understanding and agreement between the Client and You Can't Beat This! Party Rentals (Decorator).
2. **DECORATING FEES:** The decorating fee is based upon the amount of guests anticipated, the type of services desired and decorating materials. Location fees will be charged if the decorating session is outside of Maricopa County limits, the Decorator will inform the Client of this fee. If the total number of guests increases, it is the Client's responsibility to inform the Decorator, and fees may apply. If the Client fails to inform the Decorator of the increase in guests, the Decorator is not responsible for quality of service. At the Client's requests additional staff members of You Can't Beat This! Party Rentals (Host, Server, Emcee, Cleaner, ect.) may be utilized. If any of these staff members are utilized, then the Decorator will notify the client of the cost of each staff member prior to the decorating session. The Client is responsible for paying all fees associated with renting items from outside vendors, purchased items not included in the Decorator's inventory, and food.
3. **DECORATING ARRANGEMENTS:** It is the Client's responsibility to communicate with the venue (hall, hotel, etc) number of items needed for decorating such as: tables, chairs, and other specifics. Furthermore, it is the client's responsibility to contact the venue and schedule a minimum of 6 hours for Decorator to perform the work. Some events may need more time, depending upon details required. If the venue will allow decorating the day before, Decorator will make every effort to accommodate this allowance. Just as it takes many hours to set up and decorate, it will also take time to break down all decorations. For this reason, Client agrees to schedule a minimum of 2 hours for breakdown. Breakdown does not include clearing and bussing of tables, trash, etc. This is the caterers' responsibility. If YCBT Party Rentals & Event Décor Staff have to clear tables in order to breakdown, an additional cleaning fee of \$150 an hour will be assessed to final bill.
4. **EVENT SITE CONSULTATION/ FLOOR PLAN:** A one-time free site consultation is available for Clients that have selected a backyard or park as the venue. Additional trips to venue site after initial consultation will be assessed a \$150 consultation fee and a \$75 travel fee per visit. It is the client's responsibility to email floor plan of set up to YCBT Party Rentals no later than 2 weeks to the event date.
5. **DAMAGE TO PROPERTY:** Client will be responsible for any damage to property including but not limited to centerpieces, chairs, linens, backdrops, charger plates, etc. YCBT Party Rentals & Event Décor will set up the decorations and leave. Once decorations are set up, all equipment brought in and set up will be under client's liability. All damage and or missing property will be charged at full replacement cost.
6. **LIMIT OF LIABILITY:** Although care will be taken with the decorations, the Decorator limits any liability for loss, damage or failure to deliver decorations for any reason of the Decorator's non-performance caused by any force or similar circumstances, illness, accident or any cause beyond their control. In any event, the limit of

Decorator's liability shall not exceed the contract price of the total services rendered. If the Decorator is unable to render services due to extreme instances (i.e. accident, death, extreme weather conditions, and unsafe condition at the venue), then the Decorator is not responsible for the non-completion and the Decorator and the client can come to a reasonable agreement for a partial refund or change of date for services. If the Decorator deems that the client and/or the client's guest are negligent and malicious and the Decorator's property is altered from the original state or permanently damaged, then the client will be charged the total replacement cost for each item. The Decorator is not responsible for items that are stolen by client's guests during the event. If the client's guests remove items (i.e. centerpieces, decorative accents, ect.) that are the property of the Decorator or any outside vendor, then the client will be charged the total replacement cost of the items.

7. **MATERIALS AND COLORS:** You Can't Beat This! Party Rentals & Event Décor offers many options of linens in many different colors and textures. It is the Clients responsibility to visit the showroom and pick items that match the event theme. A Client may bring in a swatch to match color to YCBT Party Rentals & Event Décor's selection. However Client understands and agrees that colors may differ based on material and choice of manufacturer. For this reason an appointment should be scheduled to see a sample product. It is also highly recommended that Client make an appointment to see a sample table set up before event date.
8. **OWNERSHIP OF DECORATIONS:** It is agreed that all decorations that are included in the Decorator's inventory shall remain the property of the Decorator. However, if the Client purchases decorations, the client has full ownership of the property at the completion of the event. There are instances that the client transfers ownership of their purchased decorations to the Decorator. Once the Client transfers ownership of decorations to the Decorator, then the items become the property of the Decorator and the Client can no longer take possession or transfer ownership of decorations to another party. In some instances, written consent must be presented to the Decorator from the Client granting full ownership. All rented decorations must be given back to the Decorator by noon of the following day. If decorations are not returned within 72 hours, the Decorator will charge a fee to the Client. If the Decorator outsources decorations from an outside vendor, the Client must return decorations by the end of the event. If outsourced decorations are not returned at the end of the event or are altered from the original state (damaged), then the Client will be charged a fee that will be determined by the outside vendor.
9. **DISPLAY/ PROMOTION:** It is agreed that You Can't Beat This! Party Rentals & Event Décor may display and use video and photographs from the decorating session and event for website, internet promotion, and any other non-commercial purposes thought proper by You Can't Beat This! Party Rentals & Event Decor. All video or photographs are subject to be posted on all social networking sites for promotional purposes only. The Client is responsible for advising You Can't Beat This! Party Rentals & Event Decor in writing of any photos or videos he/she wishes not to be publicized. You Can't Beat This! Party Rentals & Event Decor possesses full ownership of all video and photos of the decorating process and final set up photographed by You Can't Beat This Party Rentals & event Décor and or its affiliates. Therefore, You Can't Beat This! Party Rentals & Event Decor has permission to place their name and logo on any photographs taken by YCBT Party Rentals & Event Decor.
10. **RESERVATION DEPOSIT & PAYMENT SCHEDULE:** Upon signature, the Decorator reserves the time and date agreed upon, and will not make other reservations for that specific time and date. For this reason, the deposit of 30% of the balance stated is non-refundable, even if the event date is changed or event cancelled for ANY reason. The deposit is applied towards the total balance upon completion and submission of this Contract. The 30% deposit reserves the date and covers substantial cost of materials purchased for the decorating session. In some cases if more expensive and customizable items are needed, the Client will be required to pay a 50% deposit. The Client understands and agrees that the entire amount owed is due **2 weeks PRIOR** to the decorating session.

11. **INDEPENDENT CONTRACTOR:** This Contract is not to be construed as an employment agreement in any way. The Decorator functions as an independent contractor only employed by You Can't Beat This! Party Rentals & Event Decor. Client understands that the Decorator is a professional and does not need to be monitored or supervised as work is performed.
12. **CANCELLATION:** In the event the Client must cancel the contracted services for decorating on this Contract, all payments, including the initial non-refundable deposit, paid to date will be forfeited. The Client may receive a credit minus cost of already ordered items towards an available future date as agreed upon by Director of Events of YCBT Party Rentals & Event Décor and Client. All cancellations should be put in writing and emailed to the Director of Events at: [info@youcantbeatthisrentals.com](mailto:info@youcantbeatthisrentals.com)
13. **MAKING CHANGES:** During initial consultation, Client will be given an invoice with price of decoration services and breakdown of additional rentals based on guest count and other factors. It is Client's responsibility to check invoice for accuracy. Decoration packages are priced as is and can only be customized during initial consultation and enlistment of services. Once a package price has been agreed upon, and Decorator has purchased items (usually within the week deposit is paid) Client may not ask for a reduction in price due to no longer needing items or needing less items. If guest count increases, Decorator will add additional linens, centerpieces, napkins, etc. calculated at current pricing to the invoice. Customizable items such as special linens, chair covers, etc. may not be changed. There can be no changes made to the decoration plan at least one month prior to event date. Please note that rental items are not part of decorating services and are under a separate contract as indicated on Conditions of Rentals.
14. **SAFTEY:** In the event that the Decorator deems the event to be unsafe, the Decorator reserves the right to halt all services rendered if the event has begun. If the event has not begun, then the Decorator will provide the same services on a different date. If the client or the client's guest cause the event to become unsafe, then the client will pay any fees (travel, rentals, staff, ect.) associated with changing the date of the services. In some instances, the Decorator will ask if the venue will be providing proper security.
15. **VENDORS:** Outside vendors may be referred to Client. Client understands and agrees that You Can't Beat This! Party Rentals & Event Decor is not responsible for poor services rendered by any vendor. It will be the Client's responsibility to settle all grievances and discrepancies with the vendor directly. You Can't Beat This! Party Rentals & Event Decor will not refund any fees in the instance that a vendor is not satisfying to any client.
16. **EVENT DETAILS:** The Client gives permission for the Decorator to contact the venue and vendors to confirm event details. You Can't Beat This! Party Rentals & Event Decor will not be responsible for any services rendered by the venue or other vendors. Additionally, Client must communicate in writing all other equipment, items, and or services being provided by other vendors. Client understands and agrees that it is not YCBT Party Rentals & Event Décor's responsibility to set up or breakdown any items that are sub-rented or dropped off from other vendors or other persons. If Client needs assistance with setting up other items such as: programs, menu cards, favors, etc. Client must arrange with YCBT Party Rentals & Event Décor's Director of Events and pay additional set up fee.

**Special Note Regarding Flower Arrangements and Other Measurements:** It is customer's sole responsibility or in some cases the planner's to make sure that YCBT Party Rental items meet the specifications needed for florists, venues, and other vendors. It is highly recommended that the florist have a sample centerpiece vase in hand prior to making flower arrangements. It is also highly recommended that customer verifies sizes of tables before placing linen orders. YCBT Party Rentals is not responsible for measuring vases, linens, etc. Verbal measurements are a courtesy but should not be considered final. Customer should make every effort to measure items in person or have vendors, such as florist take measurements in person.