

Rental Agreement

Valcera hereby leases to the person listed on the Rental Contract, (herein referred to as the client). The client leases from Valcera the dress(es) described on the Rental Contract and agrees to comply with the terms and conditions set forth herein for the time period indicated on the Rental Contract.

Valcera's liability under this Rental Agreement shall in all cases, including without limitation, failure of delivery of the Dress(es), be limited to the return of all sums paid by the client to Valcera on account of the rental provided herein. Valcera shall not have any liability for special, incidental or consequential damages arising out of or in connection with the Rental or use of the dress(es).

Fees

Rental Fees: Rental fees which are listed on the Valcera website and in rental confirmation e-mail must be paid in full at the time of reservation to hold the dress for client's event dates.

Shipping Fees: Valcera uses Fed Ex 2nd Day for all shipping unless special requests have been made and agreed upon by the client. The client will be charged all shipping fees related to shipping dresses for Rental, to and from the client. Overnight and Saturday delivery are available at an increased rate.

Late Return Fee: If the client fails to return the dress(es) by the date listed on the Rental Contract, e-mail correspondence, and return instructions enclosed with the dress shipment, the client hereby authorizes Valcera to charge late return fees. Client will be charged an additional \$50 per day, per dress, until the dress is received, due immediately. Jewelry late returns are \$10 per day.

Cancellations and Refunds: The client will be charged 100% of the Total Rental Fee for each dress reserved, if cancellation occurs within 3 weeks from the Rental Begin Date. The client will be charged 25% of the Total Rental Fee for each dress reserved, if cancellation occurs prior to 3 weeks from the Rental Begin Date. Shipping fees are fully refundable as long as the dress had not been shipped. Try-On fees are not refundable if cancelled.

Dress Care

Alterations: Alterations and repairs to dress(es) by the client are forbidden. Please do not use safety pins as this can result in damage to the dress(es) delicate fabrics. Dress(es) may under no circumstances be altered in any way by the client, taking in, letting out, hemming, adding fabric are all forbidden and should such alterations be made, the client will be liable for damages, repairs or the full replacement value of the dress(es).

Tanning Products: PRO TAN OR ANY SIMILAR PERMANENT TANNING PRODUCTS ARE NOT PERMITTED. Damages will result in additional fees or the cost of replacement of the dress.

Cleaning: Professional cleaning is included in the rental price and no additional cleaning charge will be assessed unless the dress is returned damaged. Do not dry clean the dress for any reason. If food, blood, makeup, hair product, or sweat gets on the dress, spot clean with cold water and clean cloth.

Dress Etiquette: For hygienic reasons, always wear underwear when trying on or wearing a dress. Do not wear perfume. Remove wrinkles by hanging the dress up and using light steam. Wear appropriate ballroom jewelry to prevent any fabric snags. Remove the dress as soon as you are done with your event. Excessive sweat can discolor fabrics, especially with spray tan. Turn the dress inside out and let air dry. Place in plastic bag to return ship.

Shipping

Receipt: All packages must be signed for due to the high value of insurance. If no one is available at your residence to sign for the package, please have the dress(es) shipped to your workplace or a FedEx pick-up location. If the package is not picked up or refused, you will be charged the cost of shipping plus (\$10) for each day until the dress is returned to Valcera.

Return: FedEx must be used for all returns using the return label included. All dresses should be dropped off at a FedEx location on or before the last day of the rental. Timely returns are extremely important to inventory management and ultimately, you, the customer. Late returns will incur a fee.

Additional Rental Agreement Terms and Conditions

The additional rental agreement terms below and on the Rental Contract are included and made part of this Rental Agreement. If the client completes additional Rental Contracts, all provisions of this Rental Agreement apply to these additional contracts and forms.

Liquidation Damages: The client acknowledges and agrees that should a dress/es become damaged, lost, stolen or destroyed, it is their sole responsibility and that Valcera will charge the client the Full Retail Value (as stated on the invoice emailed & enclosed with each shipment) of each dress. This amount represents liquidated damages and does not constitute a penalty.

Damages and Repairs: The client is solely responsible for the safe care, handling and return of dresses once shipped to them. Should any dress be returned to Valcera that is stained or damaged it is understood that the client authorizes Valcera to charge them for any and all necessary repairs needed to make the dress(es) ready for rental. This includes any stains caused by tanning products. Permanent tanning products are not permitted to be used while the dresses are being worn. The client will not attempt to clean or dry clean any dress as damage could incur. Also, absolutely no repairs or alterations are to be made by the client, again repair or liquidation charges, up to and totaling the entire retail value of the dress (as stated on invoice), would occur in that instance. The client is also solely responsible for the care and handling of all included extras shipped along with the dress(es), including but not limited to jewelry, accessories, and garment bags. Dress(es) returned with damaged or missing jewelry, accessories or garment bags will result in the client being charged by Valcera for replacement of any and all missing parts.

Enforcement: If it becomes necessary for Valcera to employ an attorney to enforce the terms of this Contract or collect any sum of money due hereunder, the client agrees to pay all costs and expenses of collection or enforcement incurred by Valcera, including, but not limited to, Valcera's reasonable attorneys' fees and costs.

Payment Information: In client correspondence, client has provided credit card information to Valcera as security for the performance to clients' obligations in regards to any and all of the here above. Valcera will not knowingly share this information with any outside party.

Acceptance of Dress(es) Shipment: Client agrees to accept the dress(es) "as is". Client acknowledges that Valcera has not and does not make any representations or warranties of any nature directly or indirectly, express or implied as to any matter whatsoever including the appropriateness, fit, merchantability, condition or quality.

Title To Dress(es): All dresses shipped for Rental shall remain the exclusive property of Valcera. Client shall have no rights whatsoever in or to the Dress(es) other than for Rental in accordance with the terms of the Rental Agreement.

Non-Liability of Valcera: Valcera is not responsible or liable to the client, for personal injury or death to any person, property or property damage occurring on property owned or leased by Valcera. The client agrees to use the dress(es), and any additional items as specified on the Rental Contract at the clients's own risk. Valcera shall not be responsible or liable to the client or their agents for personal injury or death to any person or property damage arising out of or in connection with the use of said items.

Refund Liability Waiver: Valcera cannot and will not be held liable for improper fit, or damage to dress(es) due to improper fit, for any reason whatsoever.

Miscellaneous: The Rental Agreement sets forth the entire agreement between the parties. All terms and conditions apply to additional Rental Contracts and forms that are signed by the client.