

# DEBONAIR

## Customer Rental Agreement

This Customer Rental Agreement (this "Agreement") is a legal agreement between you, the customer, ("you" or "your") and Debonair Formal Wear Ltd. ("Debonair Formal Wear," "we," or "us"), establishing the terms and conditions under which you will rent tuxedos, suits, accessories, and other items (each a "Product" or "Products") and receive related services from us.

**Rental Fees and Credit Card Authorizations:** The rental fee "Rental Fee" for the products will be the Rental Fees, accidental damage waiver, taxes, and any other associated charges detailed on the registration sheet. Upon placing your order for products, you authorize us to charge your credit card for the Rental Fee. In addition to the Rental Fee you further authorize us to charge your credit card for any Late Fees, Replacement Fees or other damage amounts as set forth below.

**Product Quality and Sizing:** We will deliver to you the Products and sizes as measured or submitted to us by you or associated party members. On the date of pickup, you should try on and inspect the Products. If any item does not fit due to measurement error, you must notify us before the date of use. We will provide you a replacement item at no additional cost if replaced in store, or if shipping is required at actual cost of shipping.

Debonair Formal Wear authorizes you to have a tailor make minor adjustments to the coat sleeve length and/or pant length; provided that no material is cut from the garment.

**Order Changes:** All changes made less than fifteen (15) days prior to your event date may be subject to addition fees to be determined by us.

**Cancellations:** You may cancel your order for Products at least forty (40) days prior to your event date and receive a refund with no cancellation fees on orders with a status of "Not Fitted". If in the event, you or a member of your party has been fitted the fifty (50)-dollar deposit will be forfeited by you as liquidated damages. For cancellations that are less than forty (40) days prior to your event date, you will receive a rental credit, good towards a future rental order.

**Delivery & Returns:** Your rental order will be available for pickup no sooner than two (2) days before your event date. If you require pickup earlier than two (2) days before the event date additional fees may apply. Specified

**Late Fees, Damages, and Replacement Fees:** All rental orders must be returned to Debonair Formal Wear no later than one (1) business day following your event date. Order must be returned in the original Debonair Formal Wear bag. Orders not timely returned will be charged at the rate of 25% of the total Rental Fee, per day. Any Products not returned within three (3) days of your event shall be deemed lost or appropriated and in addition to Late Fees, you will be charged Product replacement fees ("Replacement Fees")

When you rent Products from Debonair Formal Wear, an Accident Damage Waiver is added to the cost of your order. This waiver covers only damage that can be repaired through normal dry cleaning or minor tailoring. If

we determine that a rental Product is damaged beyond repair, or if a rental Product is not returned, you will be charged a Replacement Fee for the items. Replacement Fees for individual items are as follows: Coat \$500; Pant \$200; Shirt \$89; Vest \$150; Cuff Links/Studs; \$40, Ties \$40; Suspenders \$40; Pocket Squares \$20; Shoes \$120; Hanger \$10; Garment Bag \$20. Unauthorized alterations made to a Product will result in additional charges to return the Product to its original size. You will be responsible for Late Fees, Replacement Fees and any other damage charges collectively, the "Fees" associated with Products you order and for any orders for Products initiated from your account. If we are unable to collect Fees owed by a member of a groom's wedding party, the groom shall be responsible for paying such Fees. If you do not pay the amounts you owe to us when due, then we will begin to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorney's fees.

By signing this, you are agreeing to be bound by and are becoming a party to the Customer Rental Agreement.

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Signature