

NEW WORLD CLASS FURNITURE

130 Doolittle Drive, Suite #3 • San Leandro, CA 94577 Tel 510-895-2492 Text Line: 408-515-9114

Email: CustomerService@nwc furniture.com

Rental Agreement valid for orders 1/1/19 to 12/31/19

RENTAL AGREEMENT

New World Class Furniture, LLC (“NWCF”) and _____ (“Lessee”) will be entering into a furniture rental agreement for rentals through 1/1/19-12/31/19. By completing this agreement, all parties agree to abide by the terms and conditions contained in this agreement.

1. Rental Term. Lessee will be renting the items contained on the order invoice for the initial period of 30 calendar days, which may be extended at an additional cost. Extension terms will be clearly disclosed on order invoice and acknowledged by the parties. The contract begins once it is signed and the furniture is installed by NWCF or picked up by client. The 30-day rental term will begin upon completion of the stage or within 3 days from the delivery date. _____ **Initial**

2. Payment. NWCF accepts credit cards and/or check payments. Clients will need to complete the NWCF credit card authorization form and will be kept on file for the duration of the rental term. All orders must have payment completed at a minimum of 5 days prior to any items leaving NWCF warehouse. NWCF will not install any orders without prior payment. _____ **Initial**

3. Confirmation, Cancellation, and Change Policy. NWCF will consider an order confirmed and complete at 3 pm. two (2) business days prior of the scheduled install. NWCF requires a written cancellation notice in email and/or text a minimum of two (2) business days prior to scheduled install. NWCF will not be able to accommodate any changes to any order one (1) business day prior to the install. As proper time is needed to prepare and complete the order. Any cancellations that are made 1-2 days prior to the scheduled install are subject to a restocking fee equal to 20% of the monthly rental rate’s subtotal, minus the order processing fee and *install fee (*if the truck is in route). The processing fee is non-refundable. When an order has been reserved and or pulled but is not installed due to non-payment, the order will be considered cancelled and the customer will be subject to the 20% restocking fee and order processing fee. Lessee is responsible for full payment of the terms regardless if the items are needed for the full length of contract time. Once the furniture is installed the lessee is responsible for full amount of the terms. _____ **Initial**

4. Returns of Items or Additional Items Needed. When an item is ordered but not used or needed at the discretion of the client, it is the client’s responsibility to return the item within 48 hours to the warehouse. A credit for the returned item(s), minus the 20% restocking fee, will be issued in the same form as the original payment. If NWCF is present at the time the client makes the decision to return an item, the client is required to check-in with the management, (not the installation crew) to see if we can accommodate bringing the item(s) back. There may be other installs or pickups that require the truck to be completely empty. That decision is solely at the discretion of NWCF management. If NWCF can bring the item back at that time, no credit will be applied. It will be considered a wash or trade for the inconvenience. Any items that are installed by NWCF in error or damaged in transport will be picked up by NWCF at no cost to the lessee and issue credit once the item is checked back into the warehouse, via the same form as the original payment. Shall any additional items be needed or exchanged after an order is completed and installed, the client will be responsible for any additional needed items, an additional order processing fee, damage waiver fee, tax and install fee associated with adding and installing the additional items. NWCF reserves the right to substitute comparable items when selected items are not available. _____ **Initial**

5. Property/Install Access: The client shall provide the agent’s and/or seller’s name and phone number with every order invoice. The client shall keep an accessible key and/or handy man lock box with code to access the property for the duration of the contract for the furniture pick up at the end of the term. If NWCF is unable to obtain access to the property for any reason, or must wait at least 20 minutes for access, there will be an additional charge of \$25 for every 20 minutes of waiting. This includes any obstacles (carpet cleaners, house cleaners, landscapers, painters, waiting for a key, etc.) that delay or impede the install of the furniture. If it is determined that install cannot take place on that day, round trip install fees as well as day-of cancellation fees will apply. If the order exceeds the loading capacity of the NWCF 14ft install box truck, a second trip will be required to complete the install. An additional & minimum install charge starting at \$150 will apply. _____ **Initial**

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6. Out of the Area Installations, Stairs, Long Carry, and Elevators. NWCF charges \$125 and up each way, (install and uninstall) for all out of the area installations. Out of the area is consider any city that is 35 miles or more from the warehouse location or requires bridge toll or driving through the MacArthur Maze, (South Berkeley, Albany, El Cerrito and on). "Long carry" can refer to both distance and or time. NWCF's regular install price list assumes no more than one flight of stairs or a 60' long-carry into or within a property. Each additional flight of stairs, or long carry (foot traveling distance), will be assessed a minimum of \$150 per order. For example, if a home is 4000+ sqft it will take more time to complete the install. NWCF will evaluate the size of the house and the order to determine the long carry fee. If items need to be loaded into an elevator, carried through long hallways, stairway or lobby it will be considered a "long carry". It is the client responsibility to make NWCF aware of any long carries. If the client does not notify NWCF of a long carry, the client will be responsible for long carry fees and card on file will be charged accordingly. _____ **Initial**

7. Condition of Items & Ownership. NWCF warrants that all items on the invoice are in show condition and are free of significant blemishes or other defects. Signs of normal wear may show. If lessee believes an item is not free of significant blemishes, lessee shall notify NWCF of the specific problem within 24 hours of the installation of the items. NWCF will evaluate situation to determine if there is a significant blemish. In such case, NWCF will install a replacement item at no cost. If notice is not given, it is acknowledged that the items are received in acceptable condition. NWCF retains title and security interest to all items on the invoice always. Lessee may not sell, pledge, pawn, or dispose of the property. _____ **Initial**

8. No Liability. Lessee shall not hold NWCF liable for any personal injury or minor damages to property that might occur due to installation. NWCF is not responsible for any scratches to the walls or floors, nor front yard and/or entry debris brought into the home from carrying the items in, (including but, not limited to interior and exterior). We will take all safety precautions to avoid any of the following above. The NWCF install team will use moving blankets and necessary materials to avoid damage but cannot wear shoe covers or take off their shoes on any install, (for safety). _____ **Initial**

9. Damage Waiver Fee & Damage to Any Item. The non-refundable damage waiver fee includes NWCF to bear all risk of damage or loss to the leased property arising from normal wear and tear or from damage or loss caused by natural disasters which shall mean: fires, floods caused by rain or natural flooding and earthquakes. Lessee understands and acknowledges that all items rented by Lessee are the property of NWCF. If an item listed on the invoice is damaged, including by pets, stolen, destroyed or is not returned, the Lessee shall reimburse NWCF the full retail value of the damaged, destroyed or lost item. An item may be considered damaged if NWCF can detect the presence of pet hair and/or urine. If the item can be professionally cleaned to return it to a rentable condition, the Lessee shall only pay NWCF the cost to have the items professionally cleaned or replaced. NWCF reserves the right to make this assessments and decisions. _____ **Initial**

10. Extensions, Pickups & Automatic Extension Renewals- Furniture rental extensions or pickup requests must be submitted in writing to CustomerService@nwc furniture.com, 7 days in advance, but no later than 5 days prior to the expiration date of the original agreement. Lessee understands & acknowledges that if NWCF is not notified of the renewal or pick up terms at least 5 days prior to the expiration date on the invoice, the one-week rental rate will automatically process with credit card on file & the lessee will be responsible for payment. Once a renewal term is chosen, NWCF will not be able to accommodate any changes in terms or refunds. The Lessee is responsible for paying for each calendar day the furniture is out past contract. _____ **Initial**

By signing below, the parties agree to accept the terms of this rental agreement for all orders placed by the Lessee through NWCF, for the entire year of 2018.

LESSEE

Ethan Phan _____ Date: _____

NWC FURNITURE Management

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CREDIT CARD AUTHORIZATION FORM

I, _____ hereby authorize New World Class Furniture (NWC Furniture) to process my credit/debit card in the payment amount on the order invoice/receipt.

I further agree that I will pay for this purchase in accordance with the issuing bank cardholder’s agreement.

Cardholder’s Name: _____

Please Check One:

____ Visa ____ Mastercard ____ AMEX ____ Discover

Credit Card # _____ - _____ - _____ - _____

CVN: _____ Expiration Date: _____ / _____

3 Digits on back for Visa/MC/Discover Month Year

4 Digits on front for AMEX

Billing Address: _____

City: _____ State: _____ Zip: _____

Billing Telephone #: _____ Secondary #: _____

Email Address: _____

Thank you and we appreciate your business.
You will receive a confirmation soon!