

THE LINEN CLOSET

TERMS AND CONDITIONS

1. **Terms.** All Purchase Orders are subject to the following terms: (a) a completed, executed Purchase Order Form (“Purchase Order”); (b) a completed, executed Credit Card Authorization Form (“Credit Card Authorization”); and (c) a fifty (50%) percent deposit which is **NON-REFUNDABLE** and due at the time of execution of the Purchase Order, these Terms and Conditions, and the Credit Card Authorization by Client.
2. **Deposits & Balances.** The **NON-REFUNDABLE** deposit will be credited towards fifty (50%) percent of each item listed on the Purchase Order. All balances are to be paid in full **two (2) weeks** prior to the event date identified on the Purchase Order. In the event any balance is not paid in full **two (2) weeks** prior to the event date, The Linen Closet, LLC (“The Linen Closet”) retains the right to cancel the Purchase Order and retain the **NON-REFUNDABLE** deposit; Client will be fully liable for the remaining balance due under the cancelled Purchase Order. If it becomes necessary for The Linen Closet to retain counsel to collect the remaining balance due and owing under the Purchase Order and/or enforce any of its rights hereunder, Client agrees to pay The Linen Closet’s attorney fees and court costs.
3. **Adjustments & Cancellations.** Once the Purchase Order, these Terms and Conditions, and the Credit Card Authorization have been executed and the deposit remitted, changes and/or adjustments to the Purchase Order are **not** permitted unless made forty-eight (48) hours prior to the event date and Client has paid the balance in full **two (2) weeks** prior to the event date. All changes and/or adjustments to the Purchase Order are subject to the availability of the changed/adjusted items and The Linen Closet will not be liable for any claims related to the unavailability of the changed/adjusted items. If Client decreases an order by more than twenty-five (25) items, **regardless** of whether said decrease is made forty-eight (48) hours prior to the event date, Client will not be entitled to a refund of those items remitted under the Purchase Order. If an order is increased, subject to availability, within forty-eight (48) hours prior to the event date, said items will be charged at the contract rate and payment is due in full prior to The Linen Closet delivering the added items. If Client cancels the Purchase Order for any reason, including failing to remit the balance due and owing **two (2) weeks** prior to the event date, The Linen Closet will retain the **NON-REFUNDABLE** deposit and Client will be fully liable for the remaining balance due under the Purchase Order. If it becomes necessary for The Linen Closet to retain counsel to collect the remaining balance due and owing under the Purchase Order and/or enforce any of its rights hereunder, Client agrees to pay The Linen Closet’s attorney fees and court costs.
4. **Replacement Charges.** If any item or items identified on the Purchase Order is lost, unreturned, and/or damaged, the replacement costs of said item or items shall be five (5) times the rate identified on the Purchase Order (“Replacement Cost”) for that item or items. All items are counted prior to delivery, upon completion of installation at the event location, at time of retrieval from the event location, and at the time of redelivery of the items to The Linen Closet. In the event of lost, unreturned, or damaged items, Client agrees to either return said items or remit payment for said items within twenty-four (24) hours of notification by The Linen Closet, which may be done by telephone and/or written correspondence. If Client fails to respond within twenty-four hours of notification that said items are lost, unreturned, or damaged, The Linen Closet will automatically bill the Replacement Cost of said items to the credit card identified on the Credit Card Authorization, executed by Client in conjunction with the Purchase Order and these Terms and Conditions.
5. **Delivery & Installation; Release of Liability.** The Linen Closet will deliver and install the items identified on the Purchase Order at the event location and on the event date identified, too, on the Purchase Order, once the items are confirmed by Client and the location, time and date of the event is confirmed with the Client and/or the facility where the event is being held. Delivery charges, if applicable, will be notated on the Purchase Order. Client agrees to provide the appropriate contact information for the event location and/or facility to The Linen Closet at the time Client executes the Purchase Order, these Terms and Conditions, and the Credit Card Authorization. Client agrees to have a duly authorized representative at the event location, at the time of installation, to verify and approve the installation of the items notated on the Purchase Order. If Client does not have said representative present at the event location to verify and approve the installation of the items noted on the Purchase Order, Client fully and forever waives all claims against The Linen Closet. Once delivery and installation are complete, the items become the responsibility of the client
6. **Pickup.** The Linen Closet will pickup the items identified on the Purchase Order following the completion of Client’s event at the event location; the time of said pickup will be determined by the facility where the event is being held
7. **Release of Liability.** Client hereby fully and forever waives any and all claims against The Linen Closet, including, but not limited to, physical injury that may result from the items notated on the Purchase Order and/or claims related to items ordered by Client that are not available on the event date due to either changes made by Client or circumstances beyond the control of The Linen Closet (i.e., inclement weather, acts of God, manufacture shut-downs, strikes, etc.). The Linen Closet will make every attempt (but is no way legally obligated) to have comparable items available on the date of the event.
8. **Enforcement; Applicable Law; Attorney Fees.** If it becomes necessary for The Linen Closet to enforce its rights under the Purchase Order, the Credit Authorization, and/or these Terms and Conditions, any dispute arising from such enforcement action shall be governed by the laws of the State of Michigan and the parties hereto expressly consent and agree that any dispute, controversy, legal action or other proceeding that arises under, results from, concerns or relates to this Agreement may be brought in the federal and state courts in and of the State of Michigan and acknowledge that they will accept service of process by registered or certified mail or the equivalent directed to their last known address as determined by the other Party in accordance with this Agreement or by whatever other means are permitted by such courts. The parties hereto hereby acknowledge that said courts have jurisdiction over any such dispute or controversy and that they hereby waive any objection to personal jurisdiction or venue in these courts or that such courts are an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed these Terms and Conditions as of the date first written above.

“Client”

Signature: _____

Printed Name: _____

Dated: _____

The Linen Closet, LLC,
a Michigan limited liability company

By: _____

Its: _____