



Design Space Rental Agreement & Waiver Of Liability

This agreement covers the terms, conditions, and responsibilities involved in renting the design space at Mayesh Wholesale Florist (hereafter referred to as "Mayesh"). By signing this agreement, you (the "Owner/Designer") acknowledge and accept all terms outlined below.

Designer Information

Designer Name: Phone:
Business Name: Email:
Insurance Company:

Rental Duration

The design space rental is for use only as specified in the booking confirmation. Any additional time or extensions are subject to availability and must be arranged in advance.

Payment

All rental fees are due before the start of the rental period. Any additional charges need to be specified in the booking confirmation.

Insurance

The 'Designer' agrees to maintain business liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Mayesh requires a Certificate of Insurance naming Mayesh as an additional insured before granting access to the design space.

Cancellation and Refund Policy

If the 'Designer' needs to cancel, please provide notice at least three days before the rental date for a full refund. Late cancellations made 78 hours or less may result in a **75% cancellation fee**.

Assumption of Risk and Liability Waiver

The 'Designer' acknowledges that Mayesh is not liable for any injuries, damages, theft, or losses that may occur during the rental period. The 'Designer' accepts full responsibility for any incidents involving clients, staff, floral designs, florals and foliage products, design mechanisms, tools, personal equipment, or rented or used Mayesh equipment while using the design rental space. If the 'Designer' hires Mayesh Wholesale Florist, Inc. to transport event materials, the 'Designer' acknowledges that Mayesh will take great care to ensure designs and creations arrive at the job site in the same condition as when they left the Mayesh facility, it is The 'Designer' responsibility to ensure all design mechanics are built to withstand the rigors of transportation. The 'Designer' is responsible for supervising the load-in process, including ensuring all designs are properly secured, balanced, and stable. Mayesh is not liable for any damages that may occur.

Property Care & Condition

The 'Designer' agrees to leave the design space in the same condition as provided. Any damages to Mayesh's property will result in repair or replacement charges as needed. The 'Designer' is not permitted to make semi or permanent changes to the design space under any conditions. Mayesh reserves the right to terminate any rental agreement at any time due to mishandling or use of the Mayesh design space.

Responsibility for Third-Party Claims & Guests

The 'Designer' is fully responsible for all individuals they bring into the design space (e.g., designers, assistants, and other personnel). Mayesh assumes no liability for any claims, damages, or issues arising from the actions or presence of these individuals. The 'Designer' must ensure that all team members and guests adhere to Mayesh's safety and conduct standards while on the premises. Mayesh reserves the right to ask any individual to leave the premises for any reason. If any team member or guest disrupts Mayesh's day-to-day operations, they will be prohibited from returning to the design rental space. Such actions may also impact the 'Designer's' ability to rent the design space in the future.

Responsibility for Mayesh Property

Any racks, buckets, supplies, or tools provided by Mayesh for use in the design space must be returned in the same condition they were received. Please inspect all items upon receipt and promptly report any pre-existing issues. You will be responsible for the repair or total replacement cost if any items are damaged, lost, or not returned. Any instances of property damage of any kind may impact future rental opportunities. If the 'Designer' needs to remove Mayesh property, such as racks, from the premises, the 'Designer' assumes full responsibility for returning all items. Any items not returned within **three business days** from the date they were signed out will incur a charge for the total replacement cost.

Timeliness and Use of Rental Time

By renting the design space, the 'Designer' agrees to adhere strictly to the start and end times specified in your rental agreement. Respecting the rental period helps ensure a smooth experience for both the 'Designer' and Mayesh employees. Please plan setup and cleanup within the rented timeframe to avoid extending beyond the allotted time. Mayesh staff is only required to stay within their scheduled hours, and any overages that cause employees to work overtime may result in additional charges to the 'Designer.' Repeated instances of exceeding the agreed-upon time may impact future rental opportunities. We appreciate your cooperation in respecting our team's time and schedule.

Flower & Foliage Purchase Requirement

To qualify for the rental, the 'Designer' agrees to purchase all flowers and foliage used within the space exclusively from Mayesh. Any non-Mayesh floral materials are prohibited. Failure to comply may lead to immediate termination of the rental agreement without a refund.

Right to Terminate Rental

Mayesh reserves the right to end this rental agreement immediately if the 'Designer' violates any terms, engages in illegal activities, or fails to follow safety standards. In such cases, no refunds will be given.

Compliance with Laws and Regulations

The 'Designer' agrees to comply with all local laws and regulations, including fire codes, health codes, and any necessary business licenses or permits.

Cleaning Requirements

All rental spaces and any areas used by the 'Designer' and their team must be thoroughly cleaned after use. The space must be left free of debris, trash, floral waste, or any other materials. Failure to comply with these requirements will result in an additional cleaning fee, which will be added to the final rental charges. Excessive amounts of trash or waste will also incur additional fees, as determined at Mayesh's sole discretion.

Photography and Media Policy

The 'Designer' may take photos or videos in the design space and consents to the use of their and their team's image or likeness in any media, altered or unaltered, taken at Mayesh. They waive any right to compensation or damages for the use, display, distribution, or publication of such content for promotional, marketing, or business purposes without further notice.

All content captured by the 'Designer' or their team must portray Mayesh positively and cannot be used to harm its reputation or in legal proceedings. Mayesh may request the removal of any image or video at its discretion and is not responsible for any consequences arising from content taken within the space.

Force Majeure

Neither Mayesh nor the Designer is liable for delays or failure to perform under this agreement if caused by events beyond control, such as natural disasters, government actions, or pandemics.

Acknowledgment and Acceptance

By signing below, the 'Designer' knows that you have carefully read this agreement and fully understand its terms. This document is the complete agreement between Mayesh and the 'Designer' regarding the design space rental. Any changes to this agreement must be in writing and signed by both parties. The 'Designer' agrees to give up or waive any right to bring legal action against Mayesh Wholesale Florist for personal injury or property damage arising from the rental or use of the design space.

Designer's Full Name (Printed): _____

Mayesh Representative Name (Printed): _____

Designer's Signature: _____

Mayesh Representative Signature: _____

Date: _____

Date: _____



Mayesh Design Space Rental Form

Please complete this form to outline your design rental space needs.

Designer Information

Designer Name:	<input type="text"/>	Phone Number:	<input type="text"/>
Company Name:	<input type="text"/>	Sales Rep Name:	<input type="text"/>
Date of Event:	<input type="text"/>	Size of Crew:	<input type="text"/>
		Flower Order Placed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Purpose of Rental:	<input type="text"/>		

Proposed Rental Dates

Start Date / Time:	<input type="text"/>	<input type="text"/>	AM / PM	Total Rental Days:	<input type="text"/>
End Date / Time:	<input type="text"/>	<input type="text"/>	AM / PM		

Rental Schedule

Fill out the dates and times for each day you would like to rent with us.

Date	Work Times	Date	Work Times
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	Work Times	Date	Work Times
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	Work Times	Date	Work Times
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Processing Services *(rates based on flower type & quantity)*

☐ Yes, I would like Mayesh staff to process my flowers for this rental, I understand that there will be a fee with this service.

Cleanup Services - \$25

☐ Yes, I would like Mayesh to clean up the rental workspace after we have finished working

Pack & Shipping Services - \$25

☐ Yes, I would like Mayesh to pack and ship your product/supplies. Any additional shipping fees will also be applied to your account.