

Rental Agreement

Sever Ability

The provider of this rental contract shall be sever able, so that the unenforceability, or waiver of the provisions shall not affect the remaining provisions

Responsibility of Use & Disclaimer of Warranties

You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold Preferred Party Place harmless from and hereby release Preferred Party Place from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from Preferred Party Place's negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

Equipment Failure

You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Preferred Party Place of the facts. Preferred Party Place agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events Preferred Party Place shall not be responsible for injury or damage resulting from failure or defect of rented item.

Use of Equipment

Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to Preferred Party Place you were. Renter further agrees that the items will be used only at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items.

Equipment Responsibility

Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labor costs. **Renter shall pay a reasonable cleaning charge for rented items returned dirty.**

Time of Return

Renter's right of possession terminates upon the expiration of the rental period set forth on contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

Late Returns

Renter shall return rented items to Preferred Party Place during regular business hours, promptly upon, or prior to expiration of rental period. If renter does not timely return, the rental rate shall continue until items are returned.

Payment

Renter shall pay all charges payable under this contract in advance, provided however that all forgoing shall not limit the amount payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, Preferred Party Place at our discretion may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder, a service charge of 2.0% per month on all past due accounts.

Deposit

Renter shall pay a 25% non-refundable deposit at the time of reservation. This fee is 25% of the original rental order including delivery/pickup charges. Deposit will be forfeited if reservation is cancelled at any time. If reservation is cancelled within 3 days prior to the scheduled "time and date out", renter will be charged a 50% restocking fee of the original rental order.

Additional Charges

In addition to other charges and cost provided herein, renter shall pay charges in accordance with company rates then in effect for the following services. Delivery and/or Pickup. Delivery and/or Pickup from any location to other than ground level. Setup of Tables and Chairs. Delivery and Pickup after business hours, Saturdays, Sundays, and Holidays. Packaging materials not returned. Service calls. Site survey and preparation.

Delivery & Pickup

Rental shall clean and repackage (in original packing) the rented items and if Preferred Party Place agrees to pick up rented items, renter shall make it available to Preferred Party Place for pickup at a mutually agreed and convenient accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by Preferred Party Place. Renter agrees to pay a service charge for each extra delivery or pickup call required by Preferred Party Place. Renter shall make its personnel available at the time designed for pickup, to assist and pickup of all items.

Care of Equipment

In addition to its other obligations hereunder; Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter.

Insurance

Renter shall maintain, at renter's expense, liability, property and casualty insurance coverage in amount sufficient to fully protect Preferred Party Place and its equipment against any and all claims, loss, or damage. In the event of a loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with Preferred Party Place to obtain recovery. All insurance proceeds should be given or assigned to Preferred Party Place.

Site Preparation

Renter agrees to have site clean and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay an additional charge for any delay incurred along with any labor charges resulting in renter's failure to do so.

Permits & Licenses

Renter agrees prior to any installation of rental equipment including tents, to obtain at renters expense, any and all necessary permits and licenses and other consents.

Subsurface Conditions

Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Preferred Party Place for any additional costs incurred as a result of undisclosed or subsurface conditions. Preferred Party Place is NOT responsible for any damage to underground sprinkler systems during tent installations. It is the customer's responsibility to provide Preferred Party Place with a sprinkler line layout to decrease the risk of damage to a sprinkler line. However, even with a line layout there are no guarantees.

Hold Harmless Agreement

Renter agrees to assumes all risk, and agrees to hold Preferred Party Place and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at of or relating to; The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment. Contact of underground utilities, pipes, or any condition on renter's property. All necessary surface repairs. Any injury or damage during use of rented equipment including inflatables, dunk tanks and any interactive games.

Damage Waiver

If you agree to the damage waiver charge as specified, subject to the limitations and exclusions below, Preferred Party Place agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, riot. We exclude from this waiver, however, any loss or damage due to theft, misuse or abuse, by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s).

Returned Checks

There will be a \$35.00 charge on any returned checks for any reason.