

Rental Agreement & Contract

Lessee Contact Info: _____

(Please PRINT name as it appears on I.D.)

Lessee Contact Phone: _____

Additional Contact Name: _____

Additional Contact Phone: _____

Designated Supervisor: _____

Address/Party Location: _____

Special Requests: _____

(for drop off/pickup) _____

Rental/Order Total: _____

Amount Paid: _____

Balance: _____

Terminology henceforth and hereafter:

"My Pinata Lady LLC" will be referred to as "**MPL**", which is also to represent the "Lessor" within this contract. The "Lessee" is **YOU** the renter, person(s) responsible and liable for keeping contract in full as signed by you.

Lessee is also the number one person to be **responsible** as the "supervisor" at all times. Understanding that the Lessee may need to step away for brief periods of time during an event, a "*Designated Supervisor*" must be appointed and listed in this contract.

The "*Additional Contact*" is **NOT** liable for any part of this contract. This person is simply a point of contact if we are unable to reach Lessee.

The "*Designated Supervisor*" and/or the "*Additional Contact*" is NOT required to sign this contract but is to be put in place to supervise and enforce all rules of this contract while unit is in use. If the Designated Supervisor should fail their duties as explained and appointed by the Lessee, fault remains entirely that of the Lessee.

This policy is available to all customers at any time and may be found on our website at: MyPinataLady.com under the “Paperwork” tab.

These policies will also be made available to all Lessees during rental/ at the time of event; inside the MPL Operating Instructions and Safety Protocol Binder.

By signing this contract, you acknowledge ALL Policies in full detail, as described within.

1. Equipment Rental & Terms of Rental Agreement:

The undersigned, as lessee, hires from MPL, as lessor, the unit(s) and any party supplies. Lessee agrees to specific rental fees described on page 1.

Lessee agrees to keep the MPL rental unit/supplies in the same condition as when received.

Lessee agrees to keep the MPL rental unit/supplies in his/her custody and not sublease, rent, sell, remove, or otherwise transfer such MPL unit/supplies.

Lessee is responsible for the replacement value of the leased unit in the event of theft, vandalism, fire, or any act which may damage or destroy the leased property.

2. Release of Liability:

The lessee shall oversee the MPL unit’s operation and is fully responsible for operation after receiving unit. Lessor is not responsible for any injuries occurring to Lessee or to any persons using the leased property. Lessee further agrees to hold Lessor free and harmless against any claims; and further, Lessor shall be indemnified for all costs incurred due to claim from anyone; including court costs, attorney fees; and other related costs involving the use of this leased equipment. Lessee is free to provide their own liability insurance.

3. Supervision & General Safety Rules

PARTICIPANTS’ SAFETY DEPENDS ON YOU! Your personal supervision is absolutely required. Your chosen *Designated Supervisor must be at least 18 years old and present at all times.* As the Lessee of the MPL unit, the safety of all participants is **YOUR RESPONSIBILITY!**

Lessee and/ or Designated Supervisor shall enforce all rules and suggested maximums for age group/size limits as shown in charts below as well as all posted signs on unit. *See General Rules. *See the Capacity Limits.

4. Safe Operating Procedures

The MPL unit(s), supplies and all equipment are reliable. (All inflatables are purchased from manufactured companies based in the USA. All MPL inflatables have also been registered, inspected and approved by the Department of Labor in North Carolina.)

Inflatable unit(s) are to be set up at your address/party location by an MPL employee or representative and must remain hooked up and inflatable until pick up.

Prior to delivery and set up, each unit is deep cleaned with disinfectant at our storage facility. Upon arrival, after setting up each unit should be sprayed down once more directly before use. If you have any questions regarding chemicals used in this process please direct concerns to MyPinataLady2021@GMail.com.

Should the MPL inflatable unit begin to deflate, check:

- a.) *If the blower motor has stopped, check cord connection.* 1. Where blower is connected to 100ft extension cord. 2. Where the extension cord is connected to the GFCI cord and 3. Where the GFCI cord is connected to the main outlet. *Remember to keep ONLY the 100ft extension cord with GFCI cord plugged into that outlet!
- b.) *If the blower is continuing to run;* 1. Check the air intake on the side of the motor for blockage and also 2. Check both tubes at the back of the MPL unit for snugness, re-tie if necessary to not let air escape.
- c.) **IF YOU CANNOT VISIBLY SEE OR CORRECT THE PROBLEM, LESSEE MUST IMMEDIATELY CALL 919.892.0151 or the number given to you at time of drop off/set up.**

5. Bad Weather Policy & Cancellation Overview

During periods of severe weather conditions (i.e., extreme rain or winds over 15mph, hail, etc.) we reserve the right to cancel your reservations or come break down and terminate rental contract at any given time.

Should weather predictions be concerning within 48hours prior to event date, MPL Lessor shall contact Lessee to decide further action. If conditions are not too severe, we will give Lessee the option of keeping the contract for the event as signed by this Rental Agreement. If lessee decides to continue to host their event with usage of MPL unit(s), supplies, and/or equipment for the term of the Rental Agreement, there will be no refunds and of course, lessee is committed to maintain all terms therein. If lessee decides NOT to continue with usage of MPL unit(s), supplies, and/or equipment for the term of the Rental Agreement, due to possible Bad Weather at this time, **the \$25 security deposit will NOT be refunded.**

The \$25 security deposit can however be applied to a raincheck for rentals within 1 year of the original party date. The \$25 security deposit may also be put towards the purchase of a pinata or costume creation within 1 year of the original party date.

If more than the security deposit has been paid, MPL will gladly refund payments made for this contract. (Refunds can take up to 30days from cancellation agreement.)

If cancellation of this Rental Agreement is needed for any reason other than bad weather, **request for termination must be received prior to 48hours of event!** If no notice or request is received to cancel this contract, payment is expected in full, and all payments made will NOT BE REFUNDED! You are hereby signing & committing to pay in full no later than at the appointed setup date/time.

By signing, Lessee, accepts all terms and understands all policies overviewed herein.

Lessee Printed Name: _____

Lessee Signature: _____

Date: _____

Lessor Printed Name: My Pinata Lady LLC / Leanna Hernandez

Lessor Signature: _____

Date: _____

Thank you for your business!



My Pinata Lady

My Pinata Lady LLC.

919.892.0151

MyPinataLady.com

FB & Instagram: @MyPinataLady2021