



## **Rental Agreement for Popcorn Machine**

This Rental Agreement is entered into by and between Funday Events LLC and the (Customer). By signing this Agreement, the Renter agrees to the terms and conditions set forth below.

**1. Equipment Rented**

Popcorn Machine Rental is listed on the accompanying invoice or delivery confirmation document, which is hereby incorporated into this Agreement.

**2. Equipment Includes:**

- i. Popcorn Machine
- ii. Scoop

**3. Rental Period – One Calendar day**

The rental period begins on the date and time the Equipment is delivered or picked up by the Renter and ends when the Equipment is returned to the Company.

- If the Equipment is not returned by the agreed-upon time, the Renter may be charged a late return fee of \$50 per day until the Equipment is returned.

- If the Equipment is not returned within three (3) days of the agreed-upon return date, the Renter will be charged the full replacement cost of the Equipment.

**4. Liability Waiver and Assumption of Risk**

- The Renter assumes all risks and responsibilities associated with the use, operation, and possession of the Equipment.

- The Renter assumes full responsibility for the safe and proper setup, operation, and supervision of the Equipment. Funday Events LLC is not responsible for injury, damage, or failure resulting from improper use or failure to follow any provided instructions.

- The Company, its owners, employees, and agents shall not be held liable for any injuries, damages, or losses arising from the use or misuse of the Equipment, regardless of cause.

- In no event shall the Company's liability exceed the total rental fees paid by the Renter. Funday Events LLC shall not be liable for incidental, indirect, or consequential damages of any kind.

**5. Indemnification Clause**

- The Renter agrees to indemnify, defend, and hold harmless the Company, its employees, and agents from any claims, damages, losses, or legal expenses resulting from the use of the rented Equipment, including but not limited to claims of injury or property damage.

**6. Equipment Inspection and Acknowledgment**

- The Renter acknowledges that all Equipment was inspected and deemed to be in good working order at the time of receipt.

- Any damages or defects must be reported to Funday Events LLC immediately upon receipt of the Equipment.

**7. Prohibited Uses**

- The Equipment shall not be used in any manner inconsistent with its intended purpose, in unlawful activities, or under unsafe conditions. Unsafe conditions include, but are not limited to, extreme weather, inadequate



supervision, or unauthorized modifications to the Equipment.

- If the Equipment is used in the presence of minors, the Renter agrees to ensure that all minors are supervised by a responsible adult at all times. Failure to provide adequate supervision may result in liability for damages or injuries.

- The Renter may not relocate, sublease, or loan the Equipment to any third party or to any address other than the originally agreed-upon event location without prior written consent from the Company.

- Violations of this provision will result in the immediate termination of this Agreement, and the Renter will be liable for any resulting damages.

#### 8. Equipment Damage, Loss, Cleaning, and Replacement Costs

- The Renter agrees to return all Equipment in the same condition as received, including being clean and free of debris.

- If the Equipment is returned in a dirty or unsanitary condition, the Renter may be charged a cleaning fee at the discretion of the Company.

- In the event of damage, loss, or theft of the Equipment, the Renter authorizes Funday Events LLC to charge the credit card on file for the full cost of repair or replacement, as determined solely by the Company.

#### 9. Charges for damages or losses will be processed within five (5) business days of the Equipment's return, and an itemized invoice will be provided to the Renter.

#### 10. Credit Card Authorization for Damage

- Funday Events LLC may decide prior to releasing the Equipment that they will conduct a credit card authorization to verify sufficient funds to cover the full replacement cost of the Equipment.

- This authorization does not result in a charge unless the Equipment is returned damaged, lost, or not returned at all.

- By signing this Agreement, the Renter consents to this authorization and any subsequent charges necessary to cover damages or losses.

#### 11. Payment Terms and Rental Deposit

- Payment for the rental fee must be made in full prior to the delivery or pickup of the Equipment.

- Accepted payment methods include credit card, debit card, and other methods agreed upon in writing by the Company.

- Applicable taxes and additional fees, if any, will be disclosed at the time of booking and included in the final invoice.

- Any unpaid balance after the due date will incur a late fee of 1.5% per month or the maximum allowed by law.

- A rental deposit is required to hold the booking and must be paid using a valid credit or debit card. This deposit will serve as security for the equipment and is fully refundable within five (5) business days after the Equipment is returned and deemed to be in good working order.

- If the booking is cancelled 10 days or more before the scheduled event, the deposit will be fully refunded.

- If the booking is cancelled between 9 and 5 days before the scheduled event, 50% of the deposit will be refunded.

- If the booking is cancelled within 4 days of the scheduled event, the deposit will be non-refundable.

#### 12. Force Majeure

- Funday Events LLC is not responsible for delays, cancellations, or damages caused by events beyond its control, including acts of God, weather conditions, or government restrictions.



### 13. Governing Law, Venue, and Legal Fees

- This Agreement shall be governed by the laws of the state in which Funday Events LLC is registered.
- Any disputes arising from this Agreement will be resolved in the appropriate courts in the Company's jurisdiction.
- In the event of a dispute or collection action, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and collection expenses.

### 14. Duration of Agreement

- This Agreement shall remain in effect for a period of 365 days from the date of signing and shall apply to any and all Equipment rentals by the same Renter during that period.
- By signing below, the Renter acknowledges that this Agreement will be kept on file and will govern all rentals from Funday Events LLC within the 365-day period unless otherwise terminated or amended in writing.

### 15. Electronic Signature and Consent: The Renter agrees that this Agreement may be executed electronically and that electronic signatures have the same legal force and effect as original handwritten signatures. By electronically signing this Agreement, the Renter:

- a. Acknowledges that they have read and understood all terms and conditions contained herein.
- b. Agrees to be legally bound by the terms of this Agreement.
- c. Consents to the use of electronic records and electronic signatures for all documents related to this rental transaction.
- d. Represents that they are at least 18 years of age and have the authority to enter into this Agreement.

The parties agree that no certification authority or third-party verification is required to validate an electronic signature, and the lack of such certification shall not affect the enforceability of the electronic signature.

### Renter Information

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Event Date: \_\_\_\_\_

Rental Package: Popcorn Machine Rental Rental Bundle

☐ I have read and agree to the Rental Agreement.

Electronic Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

IP Address (if captured by signing platform): \_\_\_\_\_

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**Funday Events LLC Representative**

Name: \_\_\_\_\_

Electronic Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**16. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.