

G9 PARTY RENTALS LLC

PARTY EQUIPMENT RENTAL AGREEMENT

Rental Order No. _____

This Party Equipment Rental Agreement (the "Agreement") is entered into as of the date signed below by and between **G9 PARTY RENTALS LLC**, a Georgia limited liability company with its principal place of business at 6130 Parris Circle, Cumming, Georgia 30040 ("Lessor," "we," "us" or "the Company"), and the customer identified below ("Lessee" or "you"). This Agreement consists of this cover page and the Terms and Conditions that follow. **All parts are one integrated agreement.**

LESSEE INFORMATION	
Full legal name	
If a business, entity name	
Street address	
Mobile phone	
Email address	
Driver's license / ID no.	
Event address (delivery site)	
Event date and type	

RENTAL PERIOD AND DELIVERY			
Delivery date / time		Pickup date / time	
Delivery type	☐ Tailgate ☐ Custom	Delivery fee	\$ _____

TOTAL CONTRACT AMOUNT (inclusive of rental, delivery and applicable Georgia sales tax): \$ _____

ACKNOWLEDGMENT. By signing below, Lessee acknowledges that Lessee has read and agrees to the Terms and Conditions on the following pages, including **Section 9 (Risk of Loss and Damage)** and **Section 12 (Default, Late Charges, Interest and Attorney's Fees)**. Lessee certifies that Lessee is at least eighteen (18) years of age.

LESSOR	LESSEE
G9 PARTY RENTALS LLC	Signature: _____
By: _____	Print name: _____
Name: _____	If signing for a business, title: _____
Title: ☐ Manager ☐ Authorized Member	Date: _____
Date: _____	

TERMS AND CONDITIONS

1. PARTIES AND DEFINITIONS

"Rental Items" means the equipment, supplies and other property listed on the rental order, quote or invoice issued by Lessor for this transaction, which is incorporated into this Agreement by reference. "Rental Period" means the period beginning when the Rental Items leave Lessor's possession or are delivered to the Event Site, whichever occurs first, and ending when Lessor has taken physical possession of all Rental Items back at Lessor's premises or has collected them from the Event Site. "Event Site" means the delivery address stated on the cover page. "Replacement Value" means Lessor's current replacement cost for the item, being the cost to purchase a comparable new item of like kind and quality, as stated on Lessor's published rate and replacement schedule in effect on the date of this Agreement. Lessor shall furnish that schedule to Lessee on request.

2. RENTAL ITEMS AND CONDITION AT DELIVERY

Lessor agrees to rent to Lessee, and Lessee agrees to rent from Lessor, the Rental Items listed on the rental order, quote or invoice issued by Lessor for this transaction. Lessee shall inspect the Rental Items at delivery and shall notify Lessor of any shortage, defect or pre-existing damage within two (2) hours of delivery. Absent such notice, the Rental Items are conclusively deemed to have been delivered complete, clean and in good working order. Lessor may photograph the Rental Items at delivery and at pickup, and those photographs shall be admissible evidence of condition.

3. RENTAL PERIOD AND LATE RETURN

The Rental Period is stated on the cover page. Time is of the essence. If the Rental Items are not available for pickup at the scheduled time, or are not returned by the scheduled time, Lessee shall pay a late charge equal to one hundred percent (100%) of the daily rental rate for each item, for each day or partial day of delay. The parties agree that this late charge is a reasonable estimate of Lessor's loss from the item being unavailable to rent to other customers, that actual damages would be difficult to calculate, and that this charge is liquidated damages and not a penalty. If Rental Items are not returned within seven (7) days after the scheduled pickup, Lessor may treat the items as lost and charge the Replacement Value in addition to accrued late charges.

4. RENTAL FEE, TAXES AND PAYMENT

- (a) The Total Contract Amount is stated on the cover page. The deposit paid on signing is a non-refundable retainer that reserves the Rental Items and the delivery date, and is applied against the Total Contract Amount.
- (b) The Balance Due must be received in full before the Rental Items are delivered or released. Lessor is not obligated to deliver if the Balance Due has not cleared.
- (c) All amounts are exclusive of Georgia state and local sales and use tax, which Lessee shall pay in addition to the rental charges.
- (d) Accepted payment methods are cash, credit or debit card, ACH bank transfer, or such other method as Lessor designates in writing. Lessee is responsible for any bank fee, returned-item fee or chargeback fee incurred by Lessor.
- (e) **CHARGEBACKS.** Lessee agrees not to initiate a chargeback or payment dispute for any charge properly incurred under this Agreement. Lessee agrees to contact Lessor first and allow ten (10) days to resolve any billing question. A chargeback initiated in breach of this Section is a material default under Section 14.

5. DAMAGE DEPOSIT AND CARD AUTHORIZATION

- (a) Lessee shall provide a refundable damage deposit in the amount stated on the cover page. The damage deposit is security for the performance of Lessee's obligations and is not an advance payment of rent, nor is it a cap or limit on Lessee's liability.
- (b) Lessor shall return the damage deposit, less any amounts properly applied under this Agreement, within five (5) business days after all Rental Items have been returned in satisfactory condition, together with an itemized statement of any deductions.
- (c) Lessee authorizes Lessor to keep a payment card on file and to charge that card for any amount that becomes due under this Agreement, including unpaid balances, late charges, cleaning charges, damage, and Replacement Value for lost or destroyed items. Lessor shall give Lessee written notice of the amount and the reason before charging the card for any amount other than the amounts shown on the cover page.

6. DELIVERY, SETUP AND RETURN

(a) Tailgate Delivery. Rental Items are delivered neatly stacked to a point immediately accessible to Lessor's truck tailgate, ordinarily the driveway or garage. Lessee is responsible for moving the items from that point and for returning them to that same point, neatly stacked, before the scheduled pickup time.

(b) Custom Delivery. Rental Items are carried to and from a location beyond the truck tailgate. Custom Delivery must be arranged in advance and carries an additional charge, because it must be scheduled and staffed.

(c) Lessee shall provide clear, safe and lawful access to the Event Site at the scheduled delivery and pickup times, including parking adequate for a delivery vehicle and trailer. If Lessor is unable to deliver or collect because access is blocked, the site is not ready, or no authorized person is present, Lessee shall pay a return-trip charge of \$75.00 per occurrence, and any resulting delay is not Lessor's responsibility.

(d) Rental Items must be returned clean, dry, free of food waste, and stacked in the manner delivered. Items returned wet, soiled, or containing food or beverage residue are subject to a cleaning charge. Items returned soiled, wet or with food residue are subject to a cleaning charge of \$2.00 per item, or the actual cleaning cost if greater. Linens must be returned dry and free of mildew; linens returned wet or mildewed will be charged at Replacement Value. Items not stacked and staged for pickup as delivered are subject to a \$50.00 handling charge.

7. SITE CONDITIONS AND LESSEE RESPONSIBILITIES

(a) Lessee is responsible for the condition and suitability of the Event Site, including ground conditions, drainage, overhead obstructions, slope and surface.

(b) UNDERGROUND UTILITIES. If any Rental Item requires staking, anchoring or ground penetration, Lessee shall, at Lessee's expense, arrange for the marking of all underground utilities and shall identify to Lessor the location of any private lines, including irrigation, septic, gas, electrical and low-voltage lines, before installation. Lessee is solely responsible for damage to underground utilities and for any resulting injury, loss or claim.

(c) Lessee shall obtain any permit, license or approval required for the event, including any permit required by a homeowners association, venue, park or municipality.

(d) Lessee shall not permit the Rental Items to be used by any person who is intoxicated or otherwise unable to use them safely, and shall provide adult supervision at all times the Rental Items are in use.

(e) Lessee is responsible for the Rental Items during the entire Rental Period, including overnight and during any period the Event Site is unattended, and shall secure them against weather and theft.

8. CONDITION, USE AND NO SUBLEASE

(a) Lessee shall use the Rental Items only for their intended purpose and in a careful and responsible manner, and shall not exceed any stated weight, capacity or occupancy limit.

(b) Lessee shall not modify, paint, drill, alter, repair, sublease, lend, pledge or transfer the Rental Items, and shall not move them to any address other than the Event Site, without Lessor's prior written consent.

(c) Title to the Rental Items remains at all times with Lessor. Lessee acquires only the right to possess and use the Rental Items during the Rental Period. Lessee shall keep the Rental Items free of all liens and shall not allow them to be seized or attached.

9. RISK OF LOSS, DAMAGE AND THEFT

LESSEE BEARS THE ENTIRE RISK OF LOSS, THEFT, DESTRUCTION AND DAMAGE TO THE RENTAL ITEMS FROM THE MOMENT THEY LEAVE LESSOR'S POSSESSION UNTIL THEY ARE RETURNED TO LESSOR'S POSSESSION, REGARDLESS OF CAUSE, INCLUDING WEATHER, THEFT BY THIRD PARTIES, VANDALISM AND ACTS OF GUESTS.

(a) Lessee shall pay the cost of repair for any damaged item, and the Replacement Value for any item that is lost, stolen or damaged beyond economical repair. Replacement Value is the agreed value of the item and Lessee waives any objection that it exceeds depreciated or market value.

(b) Lessee shall additionally pay the daily rental rate for each damaged or lost item for the period the item is out of service pending repair or replacement, not to exceed thirty (30) days.

(c) Lessee shall report any theft to law enforcement within twenty-four (24) hours and shall provide Lessor with a copy of the police report. Filing a report does not relieve Lessee of liability.

10. INDEMNIFICATION

Lessee shall indemnify, defend and hold harmless Lessor and its members, managers, employees, agents and contractors from and against all claims, demands, actions, damages, losses, liabilities, penalties, costs and expenses, including reasonable attorney's fees, arising out of or relating to (a) the use, possession, storage, transport or presence of the Rental Items during the Rental Period; (b) any injury to or death of any person, or damage to any property, occurring at the Event Site; (c) Lessee's breach of this Agreement; and (d) any violation of law, permit or ordinance by Lessee or Lessee's guests. This obligation survives the expiration or termination of this Agreement. This Section does not apply to the extent a claim arises from Lessor's gross negligence or willful misconduct.

11. CANCELLATION, POSTPONEMENT AND WEATHER

- (a) Cancellation more than forty-eight (48) hours before the scheduled delivery time: all amounts paid are refunded except the non-refundable deposit.
- (b) Cancellation within forty-eight (48) hours of the scheduled delivery time: Lessee forfeits the deposit and shall pay a cancellation fee equal to fifty percent (50%) of the Total Contract Amount, reflecting Lessor's lost opportunity to rent the items and the staffing and scheduling already committed.
- (c) Cancellation after the Rental Items have been loaded or dispatched, or refusal of delivery: the full Total Contract Amount is due.
- (d) Weather is not grounds for cancellation or refund. Lessor does not refund on account of rain, wind, heat or cold. Lessee may request to postpone to an alternative date within ninety (90) days, subject to availability, on one occasion without additional charge if the request is made more than forty-eight (48) hours before delivery.
- (e) Lessor may decline to deliver, install or leave equipment in place if, in Lessor's reasonable judgment, weather or site conditions make doing so unsafe. In that event Lessee receives a credit or refund for the affected items, and that is Lessee's sole remedy.

12. DEFAULT, LATE CHARGES, INTEREST AND ATTORNEY'S FEES

- (a) Lessee is in default if Lessee fails to pay any amount when due, fails to return the Rental Items when due, breaches any other provision of this Agreement, initiates a chargeback in breach of Section 4(e), or becomes insolvent or subject to a bankruptcy proceeding.
- (b) Interest.** All amounts not paid when due shall bear interest from the due date until paid at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by Georgia law, whichever is less.
- (c) Service charge.** Lessee shall pay a late service charge of \$35.00 for each invoice that remains unpaid more than ten (10) days after its due date, and \$35.00 for each returned or dishonored payment.
- (d) Attorney's fees.** If any amount owed under this Agreement is collected by or through an attorney at law, Lessee shall pay Lessor's attorney's fees in the amount of fifteen percent (15%) of the principal and interest owing, together with all court costs and collection expenses. Lessee acknowledges that this provision is intended to be enforceable under O.C.G.A. § 13-1-11, and that Lessor or its attorney must first give Lessee written notice, after the obligation has matured, that this provision will be enforced and that Lessee has ten (10) days from receipt of the notice to pay the principal and interest without attorney's fees.
- (e) Right to retake possession.** On default, Lessor may, without further notice and without judicial process to the extent permitted by law, enter any premises where the Rental Items are located, with Lessee's consent hereby given, and retake possession of them, and may pursue any other remedy available at law or in equity. Lessor's remedies are cumulative.
- (f) Application of payments.** Lessor may apply any payment, security deposit or card charge first to costs and attorney's fees, then to interest and late charges, then to damage and Replacement Value, and last to unpaid rent.

13. PERSONAL GUARANTY

If Lessee is a corporation, limited liability company, partnership, church, school, association or other entity, the individual signing this Agreement on its behalf, in consideration of Lessor entering into this Agreement, personally and unconditionally guarantees the full and prompt payment and performance of all of Lessee's obligations under this Agreement, including rent, damage, Replacement Value, late charges, interest, costs and attorney's fees. This is a guaranty of payment and not of collection, and Lessor need not first proceed against Lessee. The guarantor waives notice of acceptance, presentment, demand, protest and notice of dishonor.

Guarantor signature: _____

Print name: _____

Date: _____

14. PHOTOGRAPHY AND MARKETING

Lessor may photograph the Rental Items as installed for quality-control and condition-documentation purposes. Lessor may use photographs of its own equipment in marketing materials. Lessor will not use any photograph in which a guest is individually identifiable for marketing purposes without that person's consent. Lessee may opt out of all marketing use by initialing here: _____

15. FORCE MAJEURE

Neither party is liable for failure or delay in performance caused by events beyond its reasonable control, including severe weather, flood, fire, natural disaster, epidemic, government order, civil unrest, strike, act of terrorism, or failure of utilities or transportation infrastructure. If Lessor cannot perform for such a reason, Lessee's sole remedy is a refund or credit of amounts paid for the items not delivered. This Section does not excuse Lessee's obligation to pay for Rental Items already delivered, or to return them, or to pay for loss or damage to them.

16. GOVERNING LAW, VENUE AND DISPUTES

- (a) This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-laws principles.
- (b) The parties agree to attempt in good faith to resolve any dispute by direct discussion before commencing any proceeding.
- (c) To the fullest extent permitted by law, the parties consent to jurisdiction and venue in the State, Superior or Magistrate Court of Forsyth County, Georgia, and Lessee waives any objection to that venue on grounds of inconvenience. Where Georgia law requires that an action be brought in the county of a defendant's residence, this Section does not override that requirement.
- (d) Each party waives trial by jury in any action arising out of this Agreement, to the extent such waiver is enforceable.

17. NOTICES

Notices under this Agreement may be given by email or text message to the address or number stated on the cover page, and are deemed received on the date sent if sent before 5:00 p.m. Eastern on a business day. Notices under Section 12(d) must additionally be sent by a method producing written confirmation of delivery. Each party shall keep the other informed of changes to its contact information.

18. ELECTRONIC SIGNATURE AND RECORDS

The parties consent to conduct this transaction electronically. An electronic signature, a signature transmitted by photograph, scan or facsimile, and a signature captured on a mobile device each have the same force and effect as an original signature. This Agreement may be executed in counterparts.

19. MISCELLANEOUS

- (a) Entire agreement. This Agreement, including the cover page and the rental order, quote or invoice for this transaction, is the entire agreement between the parties and supersedes all prior discussions, quotes and representations. No oral statement by any representative of Lessor modifies this Agreement.
- (b) Amendment. This Agreement may be amended only by a writing signed by both parties.
- (c) No waiver. Lessor's failure to enforce any provision is not a waiver of that provision or of any other provision.
- (d) Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force.
- (e) Assignment. Lessee may not assign this Agreement. Lessor may assign it in connection with a sale or reorganization of its business.
- (f) Survival. Sections 9, 10, 12, 13, 16 and 19 survive the expiration or termination of this Agreement.
- (g) Headings. Headings are for convenience only and do not affect interpretation.
- (h) Independent parties. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the parties.