



Equipment Rental Contract and Liability Waiver

Contact Information

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Customer Information

Name	
Address	
City, State, Zip	
Phone	
Email	
Event Date	
Alternate Contact	

This Agreement, dated _____ between Big Time Bounce and Party Rentals Inc., hereinafter known as “Company” or “BTB,” and _____, hereinafter known as “Customer” or “Renter,” agree to the following:

- Equipment Availability:** Equipment is rented on a first come, first serve basis. Receipt of a quote or price is NOT a guarantee of equipment availability or rental. Reservation is only confirmed when deposit and signed Agreement have been received.
- Payment & Cancellations:** A non-refundable deposit of 20% is required to book your rental. 50% of the remaining balance is due 2 weeks prior to the event date. Final payment is due at time of delivery. Credit card payments can be made online or by phone and a convenience fee may apply. BTB also accepts cash or check. **Returned checks will incur a fee of \$35 for insufficient funds (NSF).** Cancellations made within 7 days of the event date will not be refunded. No changes can be made to event orders within seven 7 days of the event date.
- Use of Equipment:** Renter agrees to be satisfied with the instruction and condition of equipment rented and the proper and safe use of equipment. Renter further agrees that the items will only be used at the address listed on this Agreement, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited.
- Delivery:** BTB will contact you by phone or text about your delivery/setup 3-5 days prior to make arrangements. We strive to accommodate client delivery requests: however, delays and changes in the schedule are often unavoidable. We try to communicate any schedule changes as they occur. All equipment will be delivered and picked up at a designated location. Renter must be available to count all items upon delivery and pick up; otherwise BTB counts will be considered accurate.
- Cartage:** Additional charges may apply when making deliveries above ground level, below ground level and/or more than 50 feet from delivery truck. Cartage fees are determined by each order and may change by product being carted. Cartage fees are normally 15% of the contracted Agreement, however may be changed based on conditions of land and distance.
- Tables & Chairs:** BTB is not responsible for the set-up or breakdown of tables and chairs. It is the Renter’s responsibility to clean tables and chairs after using them. Additional fees will be charged for dirty or broken items. **Please note: We do not rent tablecloths or chair covers.**

7. **Breakdown:** Chairs should be stacked neatly undercover, laying flat on dry ground or boards, seat-side down, locked in place. Tables can be propped up against a wall. We are not responsible for searching for rented items at pick-up.
8. **Lost or Damaged Items:** Rental items are to remain secured onsite and are the Renter's responsibility for the duration of the rental. Renter will pay for missing, lost, or damaged items. Renter is responsible for all damages to equipment due to negligence, vandalism, theft, vehicles, lawn equipment, decorations, other vendors, guests, food prep, non-event essentials, lighting, falling branches, fire pits, chemicals of any sorts, etc.
9. **Public Property Events:** Most municipalities have additional insurance requirements when setting up on public property. It is the customer's responsibility to contact the municipality to find out these requirements, if any, and communicate that information to us.
10. **Liability:**
 - This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).
 - Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold Big Time Bounce House and Party Rentals Inc., as well as its owners, officers, employees, and agents, harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to Big Time Bounce and Party Rentals Inc. for the rental.
 - Customer agrees to Company right to enter premises of Customer at any time to repossess said equipment.
 - Customer agrees to reimburse Big Time Bounce and Party Rentals Inc. for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Big Time Bounce and Party Rentals Inc. to enforce collection or to preserve or enforce rights under this Agreement.
 - Customer agrees not to loan, sublet, or otherwise depose of equipment or use it at any other location.
 - Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
 - Customer agrees to ensure that all users (and users' guardians) of the rental equipment sign liability waivers.
 - There are no warranties of merchantability or fitness either expressed or implied.
 - Customer acknowledges that there are no warranties of merchantability or fitness either expressed or implied.
Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees to comply with all municipal, county, state, federal, or other governmental or quasi-governmental laws, ordinances, and/or regulations which may apply to the use of the rental equipment during the rental period.
 - Customer will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever.
11. **Entire Agreement:** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the Parties.

18. **Binding:** The terms, conditions, and provisions of this Agreement shall insure to and be binding upon the heirs, administrators, executors, successors, and assigns of the Parties hereto.

19. **Amendment:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties.

20. **No Waiver:** No waiver of any of the provisions of this Agreement be deemed a waiver of any other provision, whether or not similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

21. **Severability:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid, illegal or unenforceable provision had never been contained herein, and such provision reformed so that it will be valid, legal and enforceable to the maximum extent possible.

22. **Applicable Law:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maine.

I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the equipment and will pay for any loss or damages that may occur.

Customer Signature

Date

Print Name



Big Time Bounce & Party Rentals

Thank you for your business!

Our crew works hard to ensure a clean, safe, and seamless setup and breakdown of equipment for your special event. They provide great service and do their best to accommodate special requests.

Gratuity is appreciated.

Policies and procedures are subject to change.