

Equipment Rental Agreement Form

Deposit/Reservations/Payments

All orders require a NON-REFUNDABLE deposit of half the rental, which is due at time of booking.

After a reservation is confirmed, customer will receive an email which includes Equipment Rental Agreement Form, Waiver Form, and Safety Procedures/Rules Form.

All documents are to be signed and returned before day of event. Documents can be completed and returned via email PROJECTTHENIGHT7@gmail.com. A photo of the signed documents along with the renters drivers licenses can be texted to 404.857.6342.

Remaining balance on all orders are due 7 days prior to event. • Visa, Master Card, Discover and Cash, are accepted forms of payment.

Cancellations:

Should you have to cancel for any reason you will have 48 HOURS PRIOR TO EVENT DATE to cancel to receive a RAIN CHECK. REMAINING BALANCE PAID is any fees paid after the deposit fee. Delivery/Set up/Take down

Rentals are set up 1 hour prior to event (not included in rental time). 1 hour for take down/clean up (not included in rental time). All rentals are 4 hours, prices are not adjusted for shorter times. All rentals must end at 8pm or sooner.

Power source needed for inflatables. Outdoor Events Equipment should be placed on flat ground, preferably on low grass. Equipment will not be set up on or in wet grass, muddy or dirty areas. Shady areas are recommended during summer (hot days) to ensure that the equipment does not become too hot for participants. Alternatives areas or space should be made available in case of unfavorable weather. Inclement Weather Project The Night, LLC will not set up in rainy weather that will jeopardize the safety of participants and to ensure the protection of the equipment.

If equipment is already set up, a "Rain Check" will be issued due to the weather conditions. No Refunds will be issued.

Cleaning Procedures/Fees

All equipment is cleaned, sanitized, and disinfected before and after each event. Project The Night, LLC strives to provide a clean environment for participants. It is our priority to ensure that all equipment is free of germs. Customers will be responsible for a **\$150 cleaning fee** if equipment is very dirty or show signs that the rules stated in the "Safety Procedures/Rules" form was not adhered to.

Damaged Equipment

If any equipment is damaged in the customer's possession beyond a point where it can be fixed, customer will be responsible for replacing the equipment. Equipment replacement cost will fall in a range from **\$500 to \$3500**. I confirm that I have read, and understand, and agree to the above policy and procedures.

Customers Printed Name _____

Customers Signature _____

Date _____

NOTES:

LIABILITY DISCLAIMER

_____1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).

_____2. Customer assumes all responsibility for injuries to persons or damages to property and agrees to release and hold PROJECT THE NIGHT, LLC. harmless for all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody. If 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 PROJECT THE NIGHT, LLC. for the rental.

_____3. Customer agrees to the company right to enter premises of customer at any time to repossess said equipment.

_____4. Customer agrees to reimburse PROJECT THE NIGHT, LLC. for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by PROJECT THE NIGHT, LLC. to enforce collection or to preserve or enforce rights under this contract.

_____5. Customer agrees not to loan, sublet, or otherwise dispose of equipment or use it at any other location.

_____6. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.

_____7. If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay up to \$3500.00(three thousand dollars and 0 cents).

_____8. Customer agrees to ensure that all users (and users' guardians) of the rental equipment sign liability waivers.

_____9. Customers must provide their own wifi, electric, movie, license for copyright, sports game, video game or screaming device.

10. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person(s) or organization renting this Equipment from PROJECT THE NIGHT, LLC. will be held responsible and liable for all damage or injury occurring for any reason whatsoever.

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 inflatable and will pay for any loss or damages that may occur.

Customer Printed Name _____

Customers Signature: _____

Date: _____

NOTES:

SAFETY PROCEDURES/RULES CLEANING:

ALL EQUIPMENT IS THOROUGHLY CLEANED USING MICROBAN DISINFECTANT SPRAY. MICROBAN IS EPA-APPROVED TO ERADICATE VIRUSES AND BACTERIA. THE EQUIPMENT IS CLEANED BEFORE THE SET-UP TO ENSURE A THOROUGH AND COMPLETE CLEANING FOR PARTICIPANTS.

PARTICIPANT RULES:

ALL PARTICIPANTS SHOULD WEAR SOCKS. NO SHOES ARE ALLOWED ON THE EQUIPMENT. NO FOOD, DRINKS, GUM, OR CANDY SHOULD BE CONSUMED WHILE ON THE EQUIPMENT. NO SHARP OBJECTS SHOULD BE ON OR AROUND THE EQUIPMENT. NO FACE PAINT, SLIME OR GLITTER OR ANY MESSY PLAY IS ALLOWED ON THE EQUIPMENT. NO PETS ARE ALLOWED IN OR AROUND EQUIPMENT. WE SUGGEST THAT THE CUSTOMER GO OVER THE PARTICIPANT RULES WITH THE PARTICIPANTS PRIOR THE EVENT TIME TIME. LASTLY, ADULT SUPERVISION IS ALWAYS REQUIRED.

EQUIPMENT:

PROJECT THE NIGHT EMPLOYEES WILL PERFORM THE SET UP AND THE BREAK DOWN OF ALL EQUIPMENT. AT NO TIME SHOULD THE EQUIPMENT BE MOVED OR BROKE DOWN AFTER THE SET UP. EQUIPMENT SHOULD BE RETURNED IN THE SAME CONDITION IT WAS RECEIVED IN. TODDLER TOWN DEPOT EMPLOYEES WILL GO OVER PROCEDURES WITH CUSTOMER ONCE THE EQUIPMENT IS SET UP. IF THERE ARE DAMAGES TO THE EQUIPMENT, PROJECT THE NIGHT WILL SEEK REPAIR OR REPLACEMENT COSTS FROM CUSTOMER.

I _____, the renter, understand and acknowledge that:

___ I am responsible for following all safety procedures established by Project The Night, LLC.

___ I understand that to protect the participants and the equipment and provide a safe environment for me, the guests, and other individuals who will have access to Project The Night, LLC Equipment while in my possession, I will follow all of the rules stated in this document.

Customer PrintedName: _____

Customers Signature: _____

Date: _____