

BACKYARDABLES PARTY RENTALS – RENTAL AGREEMENT

Responsibility and Use & Disclaimer Warranties: You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold Backyardables Party Rentals harmless from and hereby release Backyardables Party Rentals from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from Backyardables Party Rentals negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

Equipment Failure: You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair and will immediately (one hour or less) notify Backyardables Party Rentals of the facts. Backyardables Party Rentals agrees at our discretion to make the items operable in a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events Backyardables Party Rentals shall not be responsible for injury or damage resulting in failure or defect of rented item.

Use of Equipment: Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and the proper and safe use of equipment, or that renter is so familiar and conveyed to Backyardables Party Rentals you were. Renter further agrees that the items will only be used at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items.

Equipment Responsibility: Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume cost of replacement or repair, including labor costs. **Renter shall pay a reasonable cleaning charge for rented items returned dirty.**

Time of Return: Renter's right of possession terminates upon the expiration of rental period set forth on the contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

Payment: Renter shall pay all charges payable on this contract in advance, provided however that all forgoing shall not limit the amount of payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, Backyardables Party Rentals at our discretion may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder, a service charge 2.0 per month on all past due accounts.

Additional charges: In addition to other charges and cost provided herein, renter shall pay charges in accordance with company rates then in effect for the following services: Delivery and/or Pick up to any location other than level ground.

Delivery & Pickup: Delivery and pickup shall be at the mutually agreed upon time discussed with Backyardables Party Rentals. Renter agrees to pay a service charge for each extra delivery or pickup call required by Backyardables Party Rentals.

Care of Equipment: In addition to its other obligations hereunder, Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in possession of renter.

Insurance: Renter shall maintain, at renter's expense, liability, property, and casualty insurance coverage in amount sufficient to fully protect Backyardables Party Rentals and its equipment against any and all claims, loss, or damage. In the event of loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with Backyardables Party Rentals to obtain recovery. All insurance proceeds should be given or assigned to Backyardables Party Rentals.

Site Preparation: Renter agrees to have site cleaned and ready for delivery and installation and also agrees to pay any additional charges for any delay incurred along with any labor charges resulting in renter's failure to do so.

Permits & Licenses: Renter agrees prior to any installation of rental equipment including tents, to obtain at renters' expense, any and all necessary permits and licenses and other consents.

Subsurface Conditions: Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Backyardables Party Rentals for any additional costs incurred as a result of undisclosed or subsurface conditions. Backyardables Party Rentals is NOT responsible for any damage to underground sprinkler systems during tent and/or inflatable installations. It is the customer's responsibility to provide Backyardables Party Rentals with a sprinkler line layout to decrease the risk of damage to a sprinkler line. However, even with a line layout there are no guarantees.

Hold Harmless Agreement: Renter agrees all risk, and agrees to hold Backyardables Party Rentals and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at or relating to: The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment. Contact of underground utilities, pipes, or any condition on renter's property. All necessary surface repairs. Any injury or damage during the use of rented equipment including inflatables and any interactive games.

I, the undersigned, am renting the equipment listed on this sheet. I understand that while the equipment is in my possession, I am solely responsible for the equipment rented to me. I agree that any equipment lost, stolen, or damaged in any way or manner at any time, while signed out, rented, or loaned to me, for in my name will be immediately paid for by cash or credit card. As a good sign of faith I hereby promise to take care of all equipment only in a manner consistent in which it was intended for. I promise to return all rented equipment in good and same condition. I am providing Backyardables Party Rentals with my intentions to pay for any damaged or missing equipment while in my name until ALL EQUIPMENT IS RETURNED AND ACCOUNTED FOR.

NAME: _____ Rental Date: _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

Phone Number: _____ Email: _____

ITEMS RENTED

ITEM TOTAL: \$ _____

DELIVERY FEE: \$ _____

DISCOUNT: \$ _____

TOTAL PAID: \$ _____

SIGNATURE: _____

DATE: _____

ITEMS RENTED _____

Rental Date: _____

ITEM TOTAL: \$ _____

DELIVERY FEE: \$ _____

DISCOUNT: \$ _____

TOTAL PAID: \$ _____

Backyardables Party Rentals

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www.backyardablespartyrental.com

THANK YOU FOR YOUR BUSINESS!