

Party Pals CT LLC - Rental Agreement



Terms and policies

Rental Item(s) provided only.

It is the customer's responsibility to review the sizing for the requested costume(s) and find a person to wear the mascot costume according to the measurements provided prior to booking.

Completion of all necessary documents and payment.

Customers' costume rental will not be secured, honored, or reserved without the following:

Credit Card Authorization form - completed/signed/returned to Party Pals CT LLC;

Complete payment of the invoice by the due date indicated;

This Rental Agreement - completed/signed/returned to Party Pals CT LLC.

It is the Customer's responsibility to exercise due diligence if any of the documents have not been received or assistance is required, and promptly contact the Business for help in resolving any issues.

Upon Pick up you must present the following :

Renter named on contract must be present to receive the costume.

Our Rental Agreement and CC Authorization must be completed and signed before costume pickup. Costume reservations will not be honored unless these documents are fully completed and signed.

At the time of pickup, the mascot costume will have a 'hang tag' attached, confirming the renter's name, date of rental, drop-off and pick-up times, and an

itemization/description of each item, including any existing flaws or damage noted. Our PARTY PALS CT LLC staff will carefully check and review each item with the renter to ensure everything is in good, usable condition.

Note: Inspections are required by both customers and staff during pick up and drop off. A photo of the front and back of mascots, including props/accessories like shoes and gloves, should be taken by both parties.

Returns:

A return date and time will be scheduled upon mutual agreement, in accordance with your reservation.

You acknowledge that all mascot costumes, including accessories such as shoes, gloves, and any other provided items, are the property of Party Pals CT LLC. Failure to return the mascot costume and associated accessories by the agreed-upon date and time will be deemed as theft by deception. In such cases, legal charges and actions will be pursued promptly. Please note that a \$25 late fee will be applied for each day the mascot costume and accessories are not returned beyond the agreed-upon date. If the mascot costume and accessories are not returned within three days, it will be considered lost, and a \$250 charge will be applied to the credit card on file.

You ("Customer") understand the following:

If costumes are returned with damage, including but not limited to stains (such as makeup, grass, or extreme dirt), rips, burns, or any lingering odors (including any type of weed or cigarette smoke), a minimum fee of \$50 will be charged, with repair fees potentially reaching up to \$150 depending on the severity of damages. The removal of badges, buttons, medallions, trim, pockets, or any features on the costume is considered severe damage and will incur a fee of \$150.

In the event that any part of the costume is lost or not returned (as stated in our return clause mentioned above), it will be considered a forfeiture of the costume, and you will be charged the full cost of the mascot costume, totaling \$250.

Cleaning/Sanitizing

Please refrain from attempting to clean costumes before, during, or after your event. Our costumes undergo professional cleaning and sanitization after each use and are also cleaned and sanitized 24-48 hours prior to each rental.

Ensure that our costumes are stored in a safe, clean, and dry environment, away from dirt, spills, bugs, BBQ grills, fumes, or any hazardous areas. Please be aware that any damages might incur fees, as stated above. Your cooperation in maintaining the costume's cleanliness and safety is greatly appreciated.

Safety Guidelines

A responsible adult must closely CHAPERONE the mascot operator at all times. Smoking, barbecues, or naked flames are strictly prohibited near the mascot costume. Consumption of food or drinks while wearing the mascot costume is not allowed. Face-paints must not be used near the mascot costume or worn by the mascot operator, as it can permanently stain the costume. Children require supervision in the vicinity of the mascot costume.

Individuals with a history of back or neck problems are not recommended to use the mascot costume, and those with skin sensitivity may experience a reaction to the mascot fabrics or foam. The mascot costume must be kept away from water, including but not limited to rain, hail, drizzle, humidity, and swimming pools.

The mascot must not be worn by anyone displaying COVID-19 symptoms or any other illness that may be deemed contagious.

Our costumes are professional and quality made, suitable for basic entertainment such as meet and greet, picture-taking, and simple dancing. Any other activity may result in the abuse of the costume and lead to damages.

It is the sole responsibility of the RENTER to ensure that these guidelines are adhered to for the safety of all individuals using or in the vicinity of this equipment.

Rental Rescheduling, Change of Address, Cancellation, and Refunds.

Rescheduling:

If at any time the Client chooses to reschedule the costume rental, we will do our best to accommodate, depending on costume availability, but cannot guarantee it.

Cancellations:

If, for any reason, the Client chooses to cancel at any time, Party Pals CT LLC would first seek to reschedule, if possible.

If rescheduling is not possible, you may choose ONE of two options:

You will have credit with us to be used towards a Party Pals CT service, in the full amount we've received, valid for up to 365 days.

We will issue a refund for the amount we've received, minus a \$35.00 cancellation fee, per service scheduled.

NO REFUNDS WILL BE PROVIDED FOR CANCELLATIONS ON THE DAY OF PICKUP.

Liability/Accountability •

The customer named in this agreement understands they are accountable and liable for ANY AND ALL DAMAGE or injury occurring from or as a result of the use, misuse, or reckless use of the rented costume.

It is the responsibility of the customer (renter) to ensure that all possible steps are taken to avoid injury or damage to the mascot costume, the mascot operator, the audience, or property. Party Pals CT LLC shall in no circumstance be liable for any loss or damage to either the renter, mascot operator, or any other parties.

The renter assumes all risk and liability for the use of the mascot costume and shall indemnify and hold harmless Party Pals CT LLC from and against any and all claims, damages, losses, and expenses arising from or in connection with the use of the mascot costume rental.

Non-Affiliation with Licensed or Copyrighted characters •

Please note that it is not our intention to violate copyright laws; our characters are uniquely designed and named mascot costumes of our own creation.

In addition, we only accept bookings from individuals who are aware that we DO NOT represent any licensed, copyrighted, or trademarked character.

Our generic characters are not affiliated or associated with registered trademarks, names, marks, emblems, or images. We do not claim to be affiliated, associated, authorized, endorsed by, or in any way officially connected with any subsidiaries, affiliates, or respective owners of any nationally known, copyrighted, and licensed characters.

If you want to have a licensed, copyrighted character for your event, you should contact the company or copyright holder for the specific character.

Use, promotion, and sharing of Party Pals CT character images

When using, promoting, posting, or sharing any images that include our Party Pals CT LLC characters:

The Client agrees to refrain from labeling or identifying our generic characters by any of the nationally recognized names that may be affiliated, associated, or in any way officially connected with any subsidiaries, affiliates, or respective owners of any nationally known, copyrighted, and licensed characters.

Doing so will be considered a breach of the contract; the contract will be terminated, and the Client's scheduled character appearance will be canceled. No refund will be provided for a breach of contract.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for a valid record. Electronic signatures count as original for all purposes.