



1600-8 North Ocean Avenue
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**CART RENTAL AGREEMENT:
FOR ICE CREAM CARTS, HOT DOG CARTS, AND POPCORN
CARTS**

1. EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:

The Undersigned, as Lessee, hires from, as Lessor County Wide Ice Cream, (CWIC) equipment and services listed in this agreement. The Rental Fee as stated previously is payable in advance of cart delivery.

2. COUNTY WIDE DELIVERY/PICK UP: To the street address specified above by Lessee (Customer). Lessee grants Lessor right to enter the property at the said street address ("Delivery Address") for the delivery and subsequent pick up of the cart at the specified time.

3A. COUNTY WIDE TRANSPORTATION EXPENSE: Except as provided herein, all charges in delivering and subsequent pick up of the cart with respect to the Delivery Address is included on the invoice noted. In the event that the cart is not available for pick up at the appointed time by Lessee to Lessor then additional rental fees shall be imposed.

3B. CUSTOMER CART PICK UP/RETURN: Lessee must have a vehicle adequate to safely secure and transport push cart in an UPRIGHT ONLY POSITION – AT LEAST 36" OF HEIGHT CLEARANCE – INCLUDING BUNGEE OR OTHER ADEQUATE TIE-DOWNS. CART MUST NOT BE PLACED ON IT'S SIDE! Lessee is fully responsible for the safety of passengers and equipment when electing to transport their own cart. CWIC reserves the right to refuse Lessee pick up of cart if adequate secure transport is not present.

4. GENERAL RULES TO FOLLOW DURING USE OF THE CARTS:

- CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE EQUIPMENT, THE SAFETY OF ALL ATTENDEES IS YOUR RESPONSIBILITY. Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment.

DO NOT MOVE the equipment from the place where it was installed.

CAUTION:

HOT DOG CARTS: HOT DOG CARTS CONTAIN VERY HOT WATER AND HOT FOOD – IF MISUSED OR TIPPED OVER, CAN CAUSE SERIOUS BURNS!

ICE CREAM CARTS:

- **ELECTRIC CARTS:** DO NOT PLACE NEAR SWIMMING POOLS OR IN EXPOSURE TO WET CONDITIONS OR WET WEATHER. Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only!

-**DRY ICE CARTS:** MISHANDLING OF DRY ICE CAN CAUSE SERIOUS BURNS!

****THESE TERMS AND CONDITIONS SUBJECT TO UPDATE/CHANGE WITHOUT NOTICE****

5. MAINTENANCE: Lessee agrees to keep the equipment in the same condition as when received, ordinary wear accepted. Customer must remove all food and ice cream from carts and clean any spilled food or ice cream prior to returning it to avoid a cleaning fee. Lessee is responsible to keep cart in a safe secure location prior to pick up.

6. ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the equipment will be made without prior written approval of Lessor.

7A. WARRANTY: Lessor warrants that the equipment leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The equipment is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the equipment when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to consequential damages, arising out of or in connection with the use or performance of the equipment..

7B: DAMAGE/LOSS: In the event equipment is not returned or returned damaged, Lessee's credit card will be charged accordingly for replacement and/or repairs.

8. TITLE TO EQUIPMENT: Lessee agrees to keep the equipment in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such equipment. The equipment will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.

9. RELEASE OF LIABILITY: The Lessee shall be in charge of the equipment's operation and is fully responsible for its operation as well as return of all equipment in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the Lessee or to any other persons using or transporting any rental Ice Cream Cart(s), Hot Dog Cart(s), or Pop Corn cart(s) and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the transportation, use and return of any unit (including but not limited to: Ice Cream Carts, Hot Dog Carts, Popcorn Carts) should legal action become necessary

10. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is on the essence in this Rental Agreement. The receipt of the equipment that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.

11. CANCELLATION/RESCHEDULE/REFUND POLICY:

Cancellations may be made up to 7 days prior to the event date for a full refund. Cancellations made within 7 days will not be refunded. Every effort will be made to accommodate reschedules at no additional charge contingent upon cart availability. Unused Ice Cream or Popcorn may not be returned or credited. As dry ice dissipates over several hours, ice cream will begin to melt. County Wide Ice Cream will not refund and is not responsible for melted ice cream as Customer is responsible for moving unused ice cream to their freezer as needed.

LESSOR: COUNTY WIDE ICE CREAM INC

By: _____

**Authorized Representative for
COUNTY WIDE ICE CREAM INC.**

By my signature, I accept the terms of this Rental Agreement.

LESSEE:

DATE:
