

PARTY RENTAL AGREEMENT

This Agreement is entered into by and between [COMPANY NAME] (“Business”), a [STATE] [PROPER BUSINESS ENTITY, EXAMPLE: LIMITED LIABILITY COMPANY] with a principal place of business at [ADDRESS], and [NAME OR RENTER], hereinafter “Renter”, for the purposes herein stated.

1. **Equipment:** Business hereby rents the following equipment to Renter (“Rental Equipment”):
[LIST RENTAL EQUIPMENT]
2. **Term:** The term of the renting period shall be [DATE RENTAL PERIOD BEGINS] until [DATE RENTAL PERIOD ENDS].
3. **Price:** Renter agrees to pay Business the full amount of \$[AMOUNT] for use of Rental Equipment. Upon signing of this agreement Renter agrees to pay a deposit of [DEPOSIT PERCENT]% of the total fee. Remaining balance will be due [#] days before rental period begins. Renter agrees to an additional fee of \$[AMOUNT FOR DROP OFF AND PICK UP] for drop off and pick up of Rental Equipment.
4. **Responsibility and Use & Disclaimer Warranties:** Renter is responsible for the use of the rented items. Renter assumes 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 Business harmless from and hereby release Business from, all claims for damage to property or bodily injury (including death) resulting from the use, misuse, 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 Business negligence, from the defective condition of the items, or any other cause. You agree that no warranties express or implied, including merchantability or fitness for a particular purpose have been made in connection with the equipment rented.
5. **Equipment Failure:** Renter agrees to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair and will immediately notify Business of the facts. Business 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. Business shall not be responsible for injury or damage resulting in failure or defect of rented item.
6. **Use of Equipment:** Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented. 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.
7. **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.

8. **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.
9. **Late Returns:** Renter shall return rented items to Business during regular business hours, promptly upon or prior to expiration of rental period. If Renter does not timely return, the rental rate shall continue until items are returned.
10. **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 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, Business at our discretion may re-calculate rental charges on a daily basis.
11. **Deposit:** Renter shall pay a [DEPOSIT PERCENT]% nonrefundable deposit at time of reservation unless otherwise discussed with Business. The fee is [DEPOSIT PERCENT]% of the original rental order including delivery/pickup charges. Deposit will be forfeited if reservation is canceled at any time. If reservation is canceled within [##] days prior to scheduled Term Renter will be charged a [PERCENT CHARGED FOR CANCELLATION WITHIN STATED DAYS IN CLAUSE #11]% cancellation/restocking fee of the original rental order.
12. **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 Business's address. Set up of tables and chairs. Delivery and Pickup after business hours, Saturdays, Sundays, and Holidays. Packaging materials not returned. Service calls. Site survey and preparation. [LIST ANY OTHER ADDITIONAL CHARGES YOUR BUSINESS MAY HAVE, EXAMPLES: EQUIPMENT CLEANING FEE, ETC.]
13. **Delivery & Pickup:** Renter shall clean and repackage (in original packaging) the rented items. If items are to be picked up by Business, Renter shall make it available to Business for pick up at a mutually agreed and convenient accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by Business. Renter agrees to pay a service charge for each extra delivery or pickup call required by Business.
14. **Care of Equipment:** In addition to its other obligations hereunder, Renter shall: Pay a reasonable cleaning charge for items returned dirty and protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in possession of Renter.

15. **Insurance:** Renter shall maintain, at Renter's expense, liability, property and casualty insurance coverage in amount sufficient to fully protect Business 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 Business to obtain recovery. All insurance proceeds should be given or assigned to Business.
16. **Site Preparation:** Renter agrees to have site cleaned and ready for delivery and installation or dismantle for pickup of the equipment, 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.
17. **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.
18. **Subsurface Conditions:** Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Business for any additional costs incurred as a result of undisclosed or subsurface conditions. Business is NOT responsible for any damage to underground sprinkler systems during any rental equipment installations. It is the customer's responsibility to provide Business 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.
19. **Hold Harmless Agreement:** Renter assumes all risk and agrees to hold Business and any 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; all necessary surface repairs, injury or damage during the use of rented equipment including inflatables, dunk tanks, and any interactive games, the delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment.
20. **Ownership:** The equipment is and shall remain the property of Business.
21. **Assignment:** Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.
22. **Severability:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
23. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE]

24. **Entire Agreement:** This instrument constitutes the entire agreement between Renter and Business, it shall not be amended, altered or changed, except by written agreement signed by the parties hereto.

“Business”

Print Name: _____ Date: _____

Signature: _____

Title: _____

“Renter”

Print Name: _____ Date: _____

Signature: _____

Title: _____