



POP UP PARTY, LLC

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 Pop up party rentals harmless from and hereby release Pop up 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 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 Above Pop up party rentals of the facts. Pop up party rentals agrees at our discretion to make the items operable in a reasonable time, or provide a like items 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 Pop up 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 equipment, or that renter is so familiar and conveyed to Pop up 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 is responsible for equipment from time of possession. 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. Renter's right of possession terminates upon the expiration of rental period set forth on the communication format. 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 at time of pick-up or drop off, provided however that all forgoing shall not limit the amount of payable by renter here under 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, Pop up 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 5% per month on all past due accounts. Deposit: Renter shall pay a 25% non refundable deposit at time of reservation unless otherwise discussed with an Pop up party rentals. Deposit will be forfeited if reservation is canceled at any time. If no deposit was taken, and customer agreed to terms of this contract, customer is still responsible for a 25% cancellation fee. If reservation is canceled within 5 days prior to scheduled "time and date out", renter will be charged a 50% cancellation/restocking fee of the original rental order. 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.

Insurance: Renter shall maintain, at renter's expense, liability, property and casualty insurance coverage in amount sufficient to fully protect Pop up 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 Pop up party rentals to obtain recovery. All insurance proceeds should be given or assigned to Pop up party rentals.

Pop up 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 Pop up 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.

Damage Waiver: If you agree to the damage waiver charge as specified, subject to the limitations and exclusions below, Pop up party rentals agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, and for loss due to fire, collision, windstorm, upset, riot. We exclude from this waiver, however, any loss or damage due to theft, misuse or abuse, by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s). Returned Checks: There will be a \$35.00 charge on any returned check for any reason.

Print

Name: _____ Date: _____

Signature: _____