

AA Party Supplies

Equipment Rental Agreement

This Equipment Rental Agreement, herein after referred to as "Contract", is entered between [REDACTED] ("Renter") and AA Party Supplies ("AAPS") effective as of [REDACTED], 2020.

COVID-19 DISCLOSURE: Renter acknowledges that AAPS is taking all practical measures to ensure the sanitation and disinfection of all Rental Equipment and hereby enters into this Contract at Renter's own discretion. Renter further agrees to indemnify and hold harmless AAPS of any costs, expenses, damages, claims, lawsuits, judgements, losses, personal injuries, and/or liabilities arising either directly or indirectly from or related to this Contract.

- Ownership:** Renter agrees to keep all Equipment in his/her custody and not sublease, rent, sell, or remove from the delivery location. Renter agrees not to remove disassemble or uninstall Equipment I from its setup location or install any Equipment. Renter assumes all responsibility for all Equipment rented from the time of delivery until AAPS representative(s) arrive for pick up. Renter agrees to maintain any all Equipment rented in its original condition from time of delivery, any alterations or damage will result in additional fees subject to AAPS sole discretion. Items forbidden in Equipment include but are not limited to any and all liquids, sprays, foods, breakable objects. If any such objects are found and cleaning/or repair is required, a minimum fee of \$75.00 will be imposed at AAPS sole discretion.
- Rental Period and Payment:** The agreed upon rental period is [REDACTED] hours. The agreed upon rental rate is [REDACTED] dollars. In the event the Equipment is not returned at the end of the rental period, the extended hourly rate of \$ [REDACTED] /hr. shall apply for each hour that the Renter maintains possession of the Equipment, time will not be prorated. Renter authorized AAPS to submit for payment on any credit card(s) provided by Renter as form of payment on any all amounts owed. **A 50% deposit is required to book and secure date for rental. An invoice will be sent over via email immediately upon booking, if invoice is not paid within 24 hours it will immediately become void. There is a \$5.00 fee for all reissued invoices. All payments must be made by credit card via online platform. Balance must be paid in full 48 hours before date of rental. In the event you need to book within 48 hours or less a "late" booking fee of \$10.00 will be applied to your rental rate. Deposit is non-refundable.**
- Delivery/Pick up:** The agreed upon date and time of the rental are [REDACTED]. Renter grants AAPS representative the right to enter the property located at [REDACTED] for the delivery and subsequent pick up and or removal of the Equipment at any time. Renter agrees to provide easy leveled access to the above location to ensure proper set-up without any obstacles or barriers. which include but are not limited to stairs. incline, decline, sand, or gravel that will create passage difficult. Presence of any such obstacles or barriers will result in delivery fees subject to AAPS sole discretion or termination of the Contract. Renter assumes responsibility of informing AAPS of any underground utilities or water sprinklers that may interfere with staking or anchoring of AAPS Equipment. Renter agrees to indemnify and hold harmless AAPS and its associates, employees, contractors, representatives, against any claims ,damages, and/or personal

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injuries to Renter, Renter's guests, or any claims of damages to personal property during the course of the rental including but not limited to the setup or pick up. Renter's must be available upon delivery to verify the condition and accuracy of Equipment. All tables and chair rentals are "curbside ", meaning they are delivered to the front of the delivery location near the curbside. Renter agrees to return the table and chairs at the curbside location in the fashion they were received (i.e. stacked and organized). If not, Renter will be subject to a handling fee at AAPS sole discretion.

4. **Warranty:** AAPS warrants and Renter agrees that all Equipment will be in good working condition upon delivery. Renter further warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear. The Equipment is supplied and maintained subject to this warranty. AAPS's obligation under this Contract is limited to repair or replacement of Equipment when AAPS determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and all obligations and liabilities on the part of AAPS for damages including but not limited to, consequential damages arising out of or in connection with the use or performance of Product(s). **If any problems or malfunctions occur with any of the products you rented during the course of your rental period, you must contact AAPS IMMEDIATELY.**
5. **Weather Liability:** During periods of severe weather conditions, arising out of but not limited to rain, hail, lightning, high winds (over twenty miles per hour), intense heat, and fire, the Product(s) must be evacuated immediately, and electricity must be turned off. AAPS reserves the right to cancel the reservation or end rental term at any time during severe weather conditions. In instances where severe weather conditions arise after delivery/setup has taken place, AAPS has a right to terminate the contract and end the rental term immediately without recourse or refund. Renter agrees to release, forever discharge and hold harmless AAPS, its officers, employees, subcontractors, contractors, representatives, and/or agents from any injury, damages or claims resulting out of or in connection to severe weather conditions and/or Renters negligence to follow rules regarding weather policy.
6. **Cancellation Policy:** Renter agrees to notify AAPS within seventy-two (72) hours of the delivery date of any termination or changes to this Contract in writing. If Renter does not cancel reservation within seventy-two (72) hours of rental date, in whole or in part, AAPS has the right to apply a \$40.00 cancellation fee.
7. **Damage Waiver:** The damage waiver is not intended as insurance and only applies to Renter if he/she has purchased it. Renter acknowledges that damage waiver relieves the Renter of liability for physical damage of Product(s) from any external cause such as fire, collision ,windstorm, riot or any act of God, Damage waiver does not cover loss/ and/or damage due to theft, burglary, misuse, intentional damage or any attempt to relocate or modify any product(s).
8. **Release of Liability:** Renter agrees (1) that they are of sound mind and judgement and fully capable of operating any and all Equipment provided in this Contract, (2) to indemnify and completely release AAPS of all future claims of injuries and/or damages, or any liabilities in relation to the safe operation of AAPS Equipment,(3) to follow any safety rules posted on Equipment and/or verbally given, and to supervise the use of Equipment rented by any and all persons present. Renter understands and acknowledges that any activity in connection to Equipment brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing, and colliding. Renter understands such risks cannot

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be eliminated without jeopardizing the quality of the activity and/or Equipment. Renter agrees to release, forever discharge and hold harmless AAPS, including its officers, employees, contractors, subcontractors, representatives and/or agents from any injury, damages or claims that result from Renter negligence including any injuries, claims or damages asserted by Renters guests, invitees or third parties. Renter agrees to report any damage, injury or claim to AAPS within (5) days of reservation date; failure to do so will result in negligence from Renter and release of any liability or responsibility from AAPS. Further, Renter agrees not to hold AAPS, including its officers, employees, subcontractors and/or agents liable or accountable for any cost, expenses, attorney's fees, etc. incurred by Renter directly or indirectly, in connection with the rental of Equipment due to negligence of AAPS. Renter also agrees that any dispute, claim, or controversy arising of this Contract shall be first determined through Mediation before resorting to Arbitration. Mediation can be commenced by either party. Mediation fees shall be decided equally amongst the parties. Any controversy or claim unresolved after Mediation shall be settled through binding arbitration administered by the American Arbitration Association. Any party filing a complaint in a court of law, which is ruled to be properly venued in arbitration, may owe the other party for any attorney fees incurred.

9. **Acknowledgement:** Renter acknowledges that sufficient time and opportunity were given to read this entire Contract, and understands its contents and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms. Renter acknowledges that AAPS has made their best effort to supply all information to Renters regarding safety, operation instructions, and checklist regarding the product(s) rented. Renter also acknowledges that he/she had sufficient time to understand all safety, and operation instructions, and has also taken the time to instruct all users and their parents of such safety issues. Renter agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Renter acknowledges that by providing his/her signature, he/she is agreeing to the terms and conditions of this contract.

Signature: _____

Name: _____ Date: _____

I.D. Required:(Circle One) DL I State ID I Passport

State: _____ Number: _____ Expiration: _____