

## Equipment Rental Terms & Conditions

**DEPOSIT:** Deposits can be in the form of valid credit card, cash, money order or company check along with a current, valid driver's license or state identification card. **Deposit is 50% of total order.**

**BALANCE:** The remaining balance is due upon arrival to the event. No equipment will be set up until balance is paid in full.

**REFUNDS: THERE ARE NO REFUNDS NO EXCEPTIONS**

**TERMS:** I understand and acknowledge that the activity to be engaged in though my rental of an Ultimate Party unit brings with it known and unanticipated risks to my guest, my invited and myself. These risks include, but are not limited to: falling, slipping, crashing, colliding, and could result in injury, illness, disease, emotional distress, death and /or property to myself or my guest or my invites. I voluntarily release indemnify, hold harmless and discharge Ultimate Party Supply & Rental, including it's officers, directors, shareholders, agent and employees from any and all liability, claims, demands, actions, actions or rights, whether to me or to a third party, which are related to, arise out of or are in any way connected with my rental of the Ultimate Party unit(s).

**HOLD HARMLESS PROVISION:** Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

Lessee hereby releases and holds harmless Lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances beheld liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

All of our equipment is NSF listed and UL approved for safety; however, most of it is designed for indoor use. Please ask if you are unsure of how the equipment may be used outdoors. You will be responsible for the equipment from the time the equipment is delivered to the time it is picked up. Please make sure the equipment is secured when not in use and protected from the weather. You will be charged for any damaged or missing items.

**DUTY TO MITIGATE:**

In the event of injury, damage or loss due to Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

**DISCLAIMER OF CONSEQUENTIAL DAMAGES:**

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Lessor's negligence.

**DISCLAIMER OF WARRANTIES:**

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contact, Lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed. By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**MERGER CLAUSE:**

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**WEATHER:** The Ultimate Party Supply & Rental reserves the right to cancel the delivery of any of our rental items when we believe weather conditions are unsafe for their use. If we believe conditions are safe, but rain is present or is forecasted, the customer has the option to cancel or proceed with the rental agreement. Please see "Cancellations" below.

**CANCELLATIONS:** Cancellations made at least 72 hours (3 days) prior to the rental date will not be penalized. Cancellations made at least 48 hours (2 days) prior to the rental date will be charged 25% of the total equipment rental cost for one day. Cancellations made at least 24 hours (1 day) prior to the rental date will be charged 50% of the total equipment rental cost for one day. Rental reservations not cancelled prior to the rental date will be charged one full day's rental cost for all equipment reserved. **The Ultimate Party reserves the right to stop and or cancel an event at anytime if a threat to there employees, customers and equipment are present. ONCE A PARTY HAS BEEN DELIVERED, SET UP AND BROKEN DOWN FOR ANY REASON; THE EVENT IS CONSIDERED COMPETE.**

**WATER EQUIPMENT:** You the customer are responsible for the water supply for the equipment rented. Not having water supply ready for the equipment that has been delivered does not allow you to cancel your order. Full payment will be expected.

**STAKING OF INFLATABLE:** The Ultimate Party Supply & Rental will not be held responsible for underground utilities or sprinkler system damage when staking down or securing equipment. **SOD/GRASS:** We will not be responsible for any damage to sod or grass.

**LOSS/DAMAGES AND CLEANING CHARGES:** Customers will be charged for broken, damaged and missing items not in use and protected from the weather. Check with the management of hired halls, convention centers, restaurants and parks to make sure they will take care of our equipment for you before we have it delivered there on your behalf or should you have to leave it there. **Absolutely no "SILLY STRING" gum, candy, food or any sticky substances are allowed in the unit.** If "Silly string" comes in contact with the unit and damage has been made. Any games returned broken will result in the forfeiture of your security deposit. Any games returned with missing pieces will result in the forfeiture of you security deposit. If cleaning is required then a \$50.00 cleaning fee shall be automatically imposed.

**DELIVERY:** lessee (customer) grants lesser (Ultimate Party Supply & Rental) the right to enter specified property for the delivery and removal of Ultimate Party unit(s) at approximately specified times. All equipment will be delivered. There may be a delivery charge depending on the geographical area in which event is being held. This service is \$20.00 (Delivery charge may be higher for some locations)

**DELIVERY TIME:** Rentals are for up to 8hrs. There is a 1 hour window for delivery. Ex: del time 12pm we have until 1pm to deliver.

- ◆ All concession and inflatable unites require electricity. The unit(s) must remain plugged in while in use. If inflatable unit deflates evacuate unit calmly. Once participants are safely out of unit, check to make sure the motor is on and plugged in. Check circuit breaker. Make sure nothings of blocking the air intake on the side of the motor. Check rear tubes of the unit for tightness. If you still experience difficulties, please call the number above.
- ◆ I agree that an adult must be always present while unit is in use. I agree the SAFETY of all jumping in unit is my obligation and responsibly.
- ◆ AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED OR UNSUPERVISED!
- ◆ Only compatible age groups and sizes shall play on the jump at the same time.
- ◆ All jumpers must remove their shoes before entering the unit.
- ◆ To avoid neck and back injuries, FLIPS ARE NOT ALLOWED!
- ◆ Due to numerous circumstances, which are beyond our control, Ultimate Party Supply & Rental cannot guarantee the performance of any games.
- ◆ Responsibility for equipment remains with the renter from time of receipt to time of return. Please be sure equipment is secured when not in use and protected from the weather. We do charge for missing, broken or rain damaged parts.

I have read, understand and agree to ALL the above rules and terms.

**Customer Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

(Terms and conditions are subject to change with out notice. This form must accompany all rentals)