



## **RENTAL AGREEMENT – TERMS AND CONDITIONS**

- 1. INDEMNITY/HOLD HARMLESS.** Lessee will take all necessary precautions to protect the rental items, and protect all persons and property from injury or damage. Lessee agrees to indemnify Lessor and hold it harmless from and against any and all liability, claims, judgments, attorneys' fees, and costs of every kind and nature, including, but not limited to, injuries or death of persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Rental Items, however caused, except claims arising through the sole negligence or willful misconduct of Lessor.
- 2. ASSUMPTION OF RISK/RELEASE – RELEASE OF LIABILITY.** Lessee acknowledges there is a risk of personal injury or property damage arising out of the use or operation of the rental items and hereby elects to voluntarily enter into this agreement and assume all risks of personal injury or property damage. Lessee agrees to release and discharge Lessor from any and all liability for such personal injury or property damage; and, Lessee further agrees to waive, release and discharge any and all claims which it may have for personal injury or property damage against Lessor.
- 3. TITLE AND OWNERSHIP.** The Rental Items shall at all times be and remain in the sole and exclusive property of Lessor. Lessee shall have only the rights to use the Rental Items in accordance with the terms of this Agreement. Lessor shall have the right to display notice of its ownership of the Rental Items by display of an identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the prior written consent of Lessor. It is expressly intended and agreed that the Rental Items are personal property even though they may be affixed or attached to real estate. The Rental Items shall not be removed from the place of delivery or installation without the prior written consent of Lessor.
- 4. INSPECTION BY LESSEE.** Lessee acknowledges that it has had an opportunity to personally inspect the Rental Items and finds them suitable for its needs and in good condition. Lessee understands the proper use and operation of the Rental Items. Lessee further acknowledges Lessee's obligation to inspect the Rental Items prior to their use and to notify Lessor of any defects.
- 5. REPLACEMENT OF MALFUNCTIONING ITEMS.** If the Rental Items become unsafe or defective for any reason, Lessee agrees to immediately discontinue their use and to notify Lessor. Lessor will repair or replace the Rental Items with similar items in good working order if available and if the defect is the result of normal use. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and Lessee hereby waives any right or entitlement thereto.
- 6. WAIVER OF WARRANTIES.** Lessor is not the manufacturer of the Rental Items or the agent of the manufacturer, and disclaims any warranty against patent or latent defects in material, workmanship or capacity; and Lessee expressly waives all warranties of fitness which may be accorded to it by law or otherwise. Lessor makes no warranties of merchantability or fitness, either express or implied. Lessor makes no warranties that the Rental Items are suited for Lessee's intended use, or that they are free of defects, and any and all warranties of fitness, or otherwise, are expressly and specifically waived by Lessee.
- 7. TIME OF RETURN.** Lessee's right of possession and use of the Rental Items terminates on the expiration of the rental period and continued possession after that expiration constitutes a material breach of Lessee's obligations under this Agreement. Time is of the essence in this Agreement. Any extension of the rental period must be agreed to by the prior written consent of Lessor.
- 8. ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** The Lessor may assign its right under this Agreement without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease or loan the Rental Items without the Lessor's prior written consent. Any purported assignment by the Lessee is void.
- 9. RETURN OF RENTAL ITEMS.** At the termination of the rental period, Lessee shall return all the Rental Items to Lessor's premises during the Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages incurred by Lessor because the Rental Items were not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Rental Items to Lessee or pick up the Rental Items from Lessee, Lessee shall be responsible for all damages to the Rental Items from time of delivery to Lessee until picked up by Lessor.
- 10. INSPECTION BY LESSOR.** Lessor shall at all times have the right to enter any premises where the Rental Items may be located for purposes of inspecting them, observing their use, or removing them.



**11. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.**

A. Lessee agrees not to use or allow anyone to use the Rental Items for any illegal manner or in an unsafe manner. Lessee agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Rental Items during the rental period. Lessee further agrees to pay all licenses, fines, fees, permits, or taxes arising from the use of the Rental Items, including any subsequently determined to be due. Lessee is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Lessor may, at the Lessee's request, act as the agent to obtain required permits and/or licenses. If these agencies should require additional Rental Items, the expense of these Rental Items will be the sole responsibility of the Lessee. If the permits or licenses are denied for any reason, Lessee shall be obligated to pay rental charges and other obligations pursuant to this Agreement.

B. Lessee shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the Rental Items or use the Rental Items. Lessee shall not allow any person to use or operate the Rental Items when they are in need of repair or when they are in an unsafe condition or situation; modify, misuse, harm or abuse the Rental Items; permit any repairs to the Rental Items without Lessor's prior written consent; or, allow a lien to be placed upon the Rental Items.

C. Lessee agrees to check filters, oil, liquid levels, and air pressure, clean and visually inspect the Rental Items at least daily and to immediately discontinue use and notify Lessor when Rental Items are found to need repair or maintenance or are not properly functioning. Lessee acknowledges that Lessor has no responsibility to inspect the Rental Items while they are in Lessee's possession.

**12. DELIVERY/PICKUP.** Delivery shall be made to the closest point Lessor's truck can park. Extra charges will result in deliveries upstairs, elevator use, or to any point where extra time is required. Delivery and pickup of Rental Items requires foot traffic, use of carts or dollies and sometimes heavy equipment. Lessor is not responsible for any damages that occur to property during the setup and/or removal process. Lessor's service does not include set up and knock down of tables and chairs. If this service is required, arrangements shall be made three (3) days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, Lessor's driver must contact Lessor for authorization. If time permits, Lessor will try to accommodate Lessee after quoting the special charge. On pick up where no prior arrangements have been made and Rental Items are not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one day rental charge. A knock down charge will result if Rental Items are still up.

**13. WILL CALL.** Lessee is responsible for loading and unloading Rental Items. Lessee must have their own tie downs and straps to secure the load. Lessor has the right to refuse loading into a vehicle or trailer that is too small or in a condition that could result in damage to Lessor's Rental Items. If Lessor's employees assist in loading or unloading the Rental Items, Lessee agrees to assume the risks and hold Lessor and/or its employees harmless for any property damage or personal injuries, including property damage and personal injuries attributed to the negligence of Lessor.

**14. CLEANING.** China, glassware, flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed.

**15. LINENS.** Table linens are inspected prior to pick up and upon return. Return all linens dry and free of waste. DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG – mildew will result. If there is obvious damage such as mildew, excessive stains, burns, wax or tears, Lessee will be charged the cost of the linen and keep same as though it were a sale.

**16. DIRTY OR DAMAGED ITEMS.** Lessee agrees to pay for any damage to Rental Items regardless of cause, except reasonable wear and tear. Lessee also agrees to pay a cleaning charge for all Rental Items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Items damaged beyond repair will be paid for by Lessee at Lessor's replacement cost. The cost of repairs will be borne by Lessee, whether performed by Lessor or at the Lessor's option by others.

**17. DAMAGE WAIVER.** In consideration of a damage waiver payment, Lessor agrees to modify the obligations of Lessee created in Paragraph 16 [Dirty or Damaged Equipment] provided the Lessee takes reasonable precautions to protect Rental Items. The Lessor assumes risk of damage of Rental Items, except the following risks assumed by the Lessee: (a) loss, damage, vandalism, malicious mischief, and theft; (b) loss, damage or theft of accessory items such as extension cords, etc.; (c) loss due to disappearance or wrongful conversion by a person entrusted with Rental Items; (d) damage during transportation of equipment by Lessee; and (e) wax stains or burn holes to linens. Damage waiver is null and void if damage is caused by a third party not associated or related to Lessee. In that instance the Lessor reserves the right to collect from person or company causing damage. THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT



TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER. The Lessee may decline damage waiver charge by making a cash deposit equal to full value of Rental Items.

**18. THEFT OF RENTAL ITEMS.** The Lessee agrees to pay for Rental Items (at Lessor's replacement cost) for all types of theft or disappearance. Damage waiver does not cover theft.

**19. RETAKING OF RENTAL ITEMS.** If for any reason it becomes necessary for Lessor to retake the Rental Items, Lessee authorizes Lessor to retake the Rental Items without further notice or further legal process and agrees that Lessor shall not be liable for any claims for damage or trespass arising out of the removal of the Rental Items.

**20. LEGAL FEES.** In the event of breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in such action or proceeding, in an amount to be determined by the court.

**21. WEATHER RELATED RISKS.** Lessee assumes all weather related risks involved in holding an outdoor event. Lessor will endeavor to minimize said risk, however, should the tent or equipment become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, Lessee shall still be liable for payment in full of all rental charges. In the event of these weather conditions, Lessor has the right to remove tent and any other rental equipment that they determine could be damaged by weather prior to end of contracted rental period and all rental fees will still apply.

**22. PREPARATION OF SITE.** Lessee agrees to have the site upon which the Rental Items are to be erected, free and clear of all obstacles, natural and manmade, prior to the arrival of the Lessor's work crew. Lessee further agrees to have all tents cleared for removal prior to Lessor's arrival. All non-rented items and decorations shall be cleared and taken from site. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs involved for any delay, additional rental, and all costs including collection and legal expense.

**23. TENTS.** No tents are guaranteed to be absolutely waterproof. Tents are to be considered temporary shade structures and should never be used as a shelter in the event of high winds or storms. Not all tents are engineered or carry a published wind load. Tents that are engineered and have published wind loads are limited by soil conditions.

**24. COOKING UNDER TENTS.** Lessee agrees not to do any type of cooking under or within a safe distance that smoke damage could occur to the tent. Lessee assumes full responsibility and costs incurred for damage and or cleaning expense to tents due to cooking processes under or near tents.

**25. ELECTRIC POWER AND LIGHTING.** Lessee agrees to furnish Lessor access to, and the right to use Lessee's electrical and power lines for the installation and operating of the Rental Items.

**26. UNDERGROUND FACILITIES.** Lessee agrees to have all underground facilities in the vicinity of the Rental Items clearly marked prior to the arrival of Lessor's work crews. Lessee assumes full responsibility for damage to all underground facilities. Lessee must call "811" one week prior to installation. Please note that "811" does not mark any private utilities (i.e. invisible fence, irrigation, etc.)

**27. INFLATABLES/GAMES.** Lessee agrees to follow all instructions and safety procedures while using inflatables or games. All inflatables and/or games must have adult supervision at all times. Inflatables must be staked down according to specifications. Inflatables cannot be operated in winds exceeding 15 mph and must be deflated. In the event of rain, Lessee agrees to deflate inflatable and cover it with a tarp. Lessor is not responsible for any injuries that may occur during the use of Rental Item. Lessee agrees to bring inflatables back clean and free of any debris, including leaves. If Lessee does not comply with these terms, additional fees may apply. Lessor has the right to discontinue the use of any inflatable or game if it is assessed that there are safety concerns to participants or the equipment due to operation.

**28. NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Lessor to insist upon strict performance by Lessee as regards to any provision of this Agreement shall not be interrupted as a waiver of Lessor's right to demand strict compliance with all other provisions of this Agreement against Lessee or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.



**29. CREDIT AND DEBIT CARD AUTHORIZATION.** Lessee specifically authorizes Lessor to charge Lessee's credit card (such as Visa or MasterCard) or debit card for any and all charges related to this rental. This includes, but is not limited to, rental charges, cleaning charges, damage, loss of rental, costs of repairs as a result of the rental and charges. Furthermore, Lessee authorizes Lessor to charge a 4% credit card convenience fee for any and all Visa or MasterCard transactions.

**30. CANCELLATION POLICY.** All items on orders require a 25% non-refundable and non-transferable deposit. Any deposit received is acceptance of our Rental Agreement and its terms in lieu of a signature. If any item on your order is cancelled, you will forfeit the 25% deposit. If you are an established account customer and cancel any items from your order, you will be billed the appropriate cancellation/restocking fees. All concession items, sale items, D.I.Y tents, and inflatables require a 100% deposit at the time of ordering with no refund given if cancelled. All other orders are to be paid in full three weeks prior to your event date. Less than 3 weeks prior to your event, no refunds will be given on any items cancelled. All items are pulled and loaded onto trucks 3 days prior to event dates. No refunds will be given to any items returned unused once they leave A Party Apart. All refunds take up to 10 business days to process and will be given in the same manner paid. If payment was made with a credit card, a convenience fee of up to 10% will be assessed. Subject to the above terms, if any rental items created an over-book or sub-rent situation, no refunds will be given on those items. If any meetings have occurred or event planning and/or custom design work have begun, any and all refunds are up to the discretion of A Party Apart management. All time spent in meetings, planning, and custom design work will be taken into consideration when determining what refund, if any, will be given.

**31. CANCELLATION POLICY DUE TO CORONAVIRUS PANDEMIC 2020.** Cancellation Policy, Item #30, with the exception of the non-transferrable deposit. Any wedding cancellation due to the 2020 Coronavirus pandemic will be allowed to transfer the entire deposit one time. This new date must be scheduled by December 31, 2021 and used prior to December 31, 2022. \*Updated 1/11/2021