

Party Pack 4 U Rental Agreement

Welcome To Party Pack 4 U

Forms of payment

We accept almost all major forms of payment including pay pal listed on the website. We require a deposit of ½ of your order as a down payment and the remaining balance will be due at the beginning of your event on that scheduled day. Deposits are non-refundable.

Delivery

Our delivery areas include New Jersey, Philadelphia and some areas in Delaware. Delivery includes set up and take down of equipment rental.

Rain/Weather Policy

There is no penalty for deposit lost for an event cancelled due to rain or high winds as long as cancellation is done by 7:00 am that morning of your event. We do not set up your inflatable if high winds and rain is in the forecast the morning of your event.

Sales Tax

Applicable state sales tax will be added to all sales unless a tax exempt number can be provided.

Requirements

___ Electrical outlets must be provided by you the customer. You must have a circuit of 20-amps available to operate the blowers for the jumps. Flat surfaces are required for the jumps and you must clear away sticks, rocks or any other sharp objects including any hanging tree branches that may cause harm to the inflatable. You must supply a table for Snow Cone Makers and Cotton Candy Machines (equipment must not be placed on the floor). Rental fees do not include machine product. Products will require additional charge. Inquire within.

Service Agreement

Information of the customer

Name

Address

City/Town

State

Zip

Phone no.

Type of Customer

Information of the company

Party Pack 4 U is a rental company servicing the tri-state area. Our address is P.O. Box 20 Lawnside, N.J. 08045. We are a licensed and certified operating company. Our units are cleaned and sanitized for every use. We can be reached at 856 547-0020 and our website is www.partypack4u.com. We Complete Your Party.

Services Provided

Check which applies:

Moon bounces

Party Tents

Tables

Chairs

Chafing Dishes

Beverage Fountains

Chocolate Fountains

Snow Cone Maker

Popcorn Machine

Cotton Candy Machine

___The customer agrees to return the equipment as delivered. Any damaged equipment shall subject the customer to supply full reimbursement of the retail price to Party Pack 4 U.

Rental Date

End Date of Agreement

Form of Payment

___Customer agrees to pay ½ of rental fees as a down payment. The remaining payment is do the day of the rental services prior to set up.

Policies, Safety and Rules Signed Sheet (included)

___Party Pack 4 U will not be held liable for anyone harmed while using an inflatable or any other rental equipment. You the customer will be responsible for any and all injuries while you have this inflatable or other rental equipment. Any outside claims by anyone other than you while all rental equipment was rented by you shall result in no fault of Party Pack 4 U. You must take sole responsible for any injuries.

___You must read all instructions on how to operate inflatables, snow cone makers, popcorn machines, and cotton candy machines before use. Please Be Careful of hot oil for the popcorn machines!!!!!!

Policies And Safety Rules

Please Read And Save These Instructions

Rules

Every rider should remove their shoes.

Each jump will only occupy between 4 to 7 riders at a time.

No sharp objects are permitted on the ride, glasses must be removed.

No food, drinks, or chewing gum allowed in the unit.

No horseplay.

No climbing or doing flips in the unit.

Exit unit if it loses air.

Do Not use and immediately turn the blower off if winds exceed 15 mph and or it rains.

Riders with mental or physical impairment are not required to use this equipment.

Units will be put up and taken down by an employee of Party Pack 4 U.

Riders 4 and under must be supervised by an adult at all times.

Signed

Date

Party Pack 4 U Contract Provisions

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

Lessor Party Pack 4 U

Lessee

Date



Example of Hold Harmless and Indemnification Agreement

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of the foregoing lease, Lessee acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. Lessor makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives, and discharges lessor, including its agents, servants, employees, officers, directors, and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge lessor from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all rights to sue (Insert Name of Lessor / Rental Company) for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by lessor to representations set forth herein.

I (We) have read and understand the foregoing.

Lessee: _____ **Date:** _____



Insurance
Agency Inc.

Release and Waiver of Liability

Please read carefully! This is a legal document which affects your legal rights!

This Release and Waiver of Liability (The "Release") executed on this _____ day of _____, 20 _____ by _____ (The "Renter") in favor of Insured Name, LLC, a Georgia limited liability company, its affiliates members, managers and employees (collectively "Insured Name").

The Renter desires to rent from Insured Name certain inflatable equipment to be used by Renter, his/her guests, invites or other persons while in Renters possession. Renter understands that use of this inflatable equipment in an inherently dangerous activity which may, by its nature, cause injury or harm to Renter, his/her guests, invites, or other persons.

The Renter does hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Waiver and Release:** Renter does hereby release and forever discharge and hold harmless Insured Name and its successors and assigns from any an all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renters possession and use of Insured Name's equipment. Renter understands and acknowledges that this Release discharges Insured Name, from any liability or claim that the Renter may have against. Insured Name with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renters use and possession of Insured Name's equipment.
2. **Assumption of the Risk** Renter recognizes and understands that use of Insured Name equipment may involve inherently dangerous activities. Renter understands and acknowledges that this Release discharges Insured Name from injury, illness, death, or property damage resulting from the possession and use of Insured Name's equipment.
3. **Insurance** The Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter.
4. **Indemnification** Renter agrees that he/she will indemnify and hold Insured Name harmless from any liability resulting from the use of Insured Name's equipment by Renter, his / hers assigns, heirs, guests, invites or other persons using the equipment while in Renter's possession.
5. **Other** Renter expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of Georgia and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Renter agrees that in the event that any clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In witness whereof, Renter has executed this Release as of the day and year first above written.

Witness:

Renter:

(Signature)

(Printed name)