

CLOVIS PARTY RENTALS
(209) 915-5755

RENTAL AGREEMENT

This contract executed on _____, 20_____, between **Clovis Party Rentals**; hereafter referred to as 'Vendor' or "Clovis Party Rentals" and _____; hereafter referred to as 'Renter' agrees to the following:

ITEMS/EQUIPMENT/PROPERTY UNDER CONTRACT:

TERMS:

A. **RENTAL TERMS-** Vendor agrees to furnish amusement, both mechanical and inflatables for renter's event known as:

_____ and hereafter referred to as 'Event'.

B. **RENTAL TIMEFRAMES-** The 'event' will be held on the following date(s)

and time(s): _____, 20_____, at _____:_____ AM/

PM until _____, 20_____, at _____:_____ AM/

PM. The location of the event is _____

CA. Vendor will be permitted to set up and have access to its equipment at

all times. Set up can be done on _____, 20_____.

Equipment must be secure at this location at all times.

C. **RENTAL FEE-** The rent for the equipment shall be \$_____.

Payment shall be made as follows:

a. A non-refundable deposit of 50% of the rent is due upon execution of this agreement.

b. Balance is to be paid in full on or before _____.

c. Payments shall be made to: **Clovis Party Rentals.**

D. **CANCELLATIONS-** In the event Renter should cancel this agreement, Clovis Party Rentals shall be entitled to keep the 50% deposit received from the Renter as liquidated damages. If the balance has not been paid in full on or before date of rental, Vendor is to take possession as described above, Clovis Party Rentals will consider this agreement cancelled.

a. **INCLEMENT WEATHER-** In the event of rain or hazardous weather on the day of scheduled event, renter will be given the opportunity to reschedule for a future available date or given a credit for future use. **No refund will be given.**

b. No refunds will be given if contract is cancelled prior to 7 days before contracted date of use. If rental is cancelled prior to 7 days before the contracted date then a full refund may be provided to the renter.

_____. **(Initials)**

E. **RIGHT TO REFUSE SERVICE-** Clovis Party Rentals reserves the right to refuse service of delivery to anyone in the event of inclement or hazardous weather and/or unsafe or unstable conditions.

F. **USE-** Renter hereby agrees that the use of the property shall be in accordance with all local ordinances. Renter agrees that the property shall not be used for any illegal purposes and hereby states that the intended use

is for:

Any illegal use of the property will deem this contract breached, no monies shall be refunded to renter and all costs incurred by Clovis Party Rentals due to said breach shall be paid by renter. Renter shall be solely liable for the actions of any and all persons who come upon the property during renters use of the property.

- G. **INDEMNITY-** Renter shall hold harmless, indemnify, and defend Clovis Party Rentals, it's agents, employees, or assigns, from any and all liability, action, or lawsuit that may arise from renter's use of Clovis Party Rentals' property. Renter is responsible for any injuries occurring during use of leased equipment. **Injury may occur from use of Clovis Party Rentals' property or equipment. Renter assumes all risks, whether known or unknown, foreseeable or unforeseeable, that may arise from renter's use of Clovis Party Rentals' property or equipment.** Renter will provide or use own liability insurance.
- H. **LEGAL COST-** In the event Clovis Party Rentals incurs legal costs and/or attorney fees to enforce any part of the agreement, renter shall pay for all said legal costs, plus reasonable attorney fees.
- I. **ANY AND ALL DAMAGE-** Renter agrees to be responsible for the full replacement value of the equipment under contract if the equipment is either stolen or damaged under the timeframe of this contract.
- J. **RENTAL EQUIPMENT SPECIFICS-**
- a. **INFLATABLES - CODE OF CONDUCT**
 - i. Adult supervision is always required.
 - ii. Everyone must remove shoes while on inflatables.
 - iii. No chewing gum and no silly string inside inflatables permitted.
 - iv. No diapers or Pull Ups on Water Slide Inflatable.

