CLOVIS PARTY RENTALS

(209) 915-5755

RENTAL AGREEMENT

Th	s contract executed on		, 20	, betw	een Clovis		
Pa	rty Rentals; hereafter referred	to as 'Vendo	r' or "Clovis I	Party Renta	als" and		
			_; hereafter re	eferred to a	s 'Renter'		
agı	rees to the following:						
<u>ITE</u>	:MS/EQUIPMENT/PROPERTY U	INDER CONT	TRACT:				
<u>TE</u>	RMS:						
A.	RENTAL TERMS- Vendor agrees to furnish amusement, both mechanical						
	and inflatables for renter's event known as:						
		a	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

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.
- 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.

- v. Only 5 to 6 children allowed on waterslide at one time.
- vi. No flipping on waterslide.
- vii. Do not overload the weight on the inflatables.
- viii. Unplug inflatable unit if winds exceed 20 miles per hour.
- ix. No food or drinks in units or tarps.
- x. No dogs or pets allowed on units.
- xi. WARNING- Unit will deflate if power fails all persons should exit immediately.
- xii. Never climb on the exterior or interior of unit walls.
- xiii. Jumper maximum capacity is 5 to 7 children (no adults).
- xiv. \$100 fee will be assessed if water is used in a unit that is not designed for water.
- xv. No detergent or anything other than water should be used on waterslide unit.
- xvi. An electrical outlet must be located within 100 feet of set up.
- xvii. Inflatable must be set up on flat surface. Slight incline is permitted.
- xviii. Adequate space is a must.
- **b. RELOCATION OF INFLATABLE-** \$50 will be charged if renter requests for unit to be relocated for any reason. Upon initial setup, no refunds or credits will be issued.

By accepting delivery of rental equipm	ent and property, rent	er agrees to all
terms and conditions of this Rental Ag	(Initials)	
RENTER'S SIGNATURE	DATE:	, 20
CLOVIS PARTY SUPPLIES	DATE:	, 20