



Name		Date of Order	
Address		Drop Off Date/Time	
City, State, Zip		Pickup Date/Time	
Phone		Email	

All Equipment Rental Agreement Terms & Conditions

1. **Safety/Operating Instructions: Customer** is responsible to assemble and disassemble the tables and chairs. As with any table/chair over loading can cause the structure to fail. While **EPIC PARTY RENTALS LLC** is providing a heavy-duty tent, table and chair. Misuse, abuse, or improper usage can result in structure failure. Customer agrees to follow manufacturer load ratings and ensure the proper use of the tent/tables/chairs (No standing on tables or chairs). Customer will keep and maintain safety rules for crowd control and to assume any and all risk of injury arising out of table or chair failure due to improper use.
2. **Cotton Candy Machines, Snow-cone Machines, Popcorn Machines & Generators Rentals:** Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only! Be sure that the switch is in the "OFF" position before plugging unit in.
WARNING! – Never leave unit running unattended. DO NOT ALLOW CHILDREN TO OPERATE UNIT. Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment. Never touch Hot or moving parts. Never fill generator with gasoline when engine is hot! Never operate rental equipment in a wet environment.
3. **General Release/indemnity/hold harmless:** I, «customer», understand and acknowledge that the use of a tent/table/chair entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **EPIC PARTY RENTALS LLC** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **EPIC PARTY RENTALS LLC** or anyone acting on behalf of **EPIC PARTY RENTALS LLC** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **EPIC PARTY RENTALS LLC** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **EPIC PARTY RENTALS LLC**, it is agreed to do so solely in the State of Texas. I agree that if any portion of this agreement is found to be void or unenforceable the remaining portions shall remain in full force and effect. In consideration of being permitted by **EPIC PARTY RENTALS LLC** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **EPIC PARTY RENTALS LLC** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.
4. **Care of equipment:** This rental equipment has been Customer will clean all tables and chairs prior to re-packing them in the trailer. Customer will remove all food particles, stains, dirt, mud, debris, and tape from tables and chairs to the best of their ability. Customer will report any damage to tables or chairs, setting damaged items to the side (not packed in the trailer with other tables and chairs) for inspection by an EPIC PARTY RENTALS LLC staff member.
5. Customer agrees not loan, sublet or otherwise depose of equipment or use it at any other location.

I acknowledge that, use of this equipment may inherently carry some risk of injury. The undersigned, behalf of any user(s), hereby waives any liability to the owner of this equipment and agrees to indemnify **Epic Party Rentals** owner, it's agents and employees from any and all actions or liabilities for any injury or loss that may result from the use of this equipment.

X_____ I, the undersigned, have carefully ready, fully understand and agree to the above rules and conditions.

ADDITIONAL TERMS AND CONDITIONS

In consideration of the renting described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

1. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **EPIC PARTY RENTALS LLC** certain equipment described on the invoice of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as «date»: «**start**»-«**end**» on the invoice page of this Agreement. Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment. When the Equipment is delivered by **EPIC PARTY RENTALS LLC** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the equipment due to weather or other causes.

2. Returned Check policy: In the event that a check is returned to **EPIC PARTY RENTALS LLC** for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00 fee to **EPIC PARTY RENTALS LLC** in cash immediately upon notice.

3. Weather: **EPIC PARTY RENTALS LLC** cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the tent and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. The tent cannot be set-up in high winds (over 15mph) or taken down when wet. Therefore, it is generally best to schedule the set-up early in the day and tear-down in the early afternoon.

4. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer will personally inspect the rental items prior to its use and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs.

5. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by **EPIC PARTY RENTALS LLC**. Retention of possession, or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **EPIC PARTY RENTALS LLC** the full replacement value for such Equipment plus any and all incidental costs associated with the attempt to pick up or recovery of the Equipment by **EPIC PARTY RENTALS LLC**.

6. Title and Ownership of the rental items is and shall remain in **EPIC PARTY RENTALS LLC name**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **EPIC PARTY RENTALS LLC** delivery of the items, until **EPIC PARTY RENTALS LLC** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **EPIC PARTY RENTALS LLC** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **EPIC PARTY RENTALS LLC** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **EPIC PARTY RENTALS LLC** immediately.

7. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to **EPIC PARTY RENTALS LLC** for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl, bending/breaking of poles or stakes, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, nonapproved food, paint, silly string, mud, clay, or other materials. A \$50.00 cleaning fee may be imposed if tables and chairs are not cleaned prior to being packed in the trailer.

X_____ I, the undersigned, have carefully read, fully understand and agree to the above rules and conditions.

8. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment and notify **EPIC PARTY RENTALS LLC**

9. Limited Warranty: **EPIC PARTY RENTALS LLC** warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject solely to this warranty. **EPIC PARTY RENTALS LLC** sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when **EPIC PARTY RENTALS LLC** determines that it does not conform to this warranty. **EPIC PARTY RENTALS LLC** makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **EPIC PARTY RENTALS LLC** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. **EPIC PARTY RENTALS LLC** shall not be responsible for any defect or failure of any rental equipment provided by **EPIC PARTY RENTALS LLC**.

10. Reservations: Keep in mind that when a reservation is made, the equipment is set aside for that date specifically for your event and the appropriate personnel are scheduled for that day. Cancellations must be in writing by email. To ensure quantities and availability, customers are encouraged to place all rental orders well in advance. First time renters must provide a valid Driver License and valid Debit or Credit Card. All reservations require a 20% non-refundable deposit. We accept **VISA, MasterCard** card. **Personal and Cashier checks are not accepted.** For delivery service, any remaining balance must be paid in full at the time of delivery. Pick-up orders must pay in full upon arrival at the time of pickup.

11. Deposits, Confirmations and Cancellations: A 20% non-refundable deposit is required to reserve inventory for your event and the balance of the contract is due at the time of delivery. We do require that you confirm your contracts electronically. We will email you the rental agreement for your review and signature. We must receive signed rental agreement back from customer within 24 hours of reservation.

A credit or debit card number is required to create a reservation and hold any order. A 20% non-refundable deposit is required at the time of reservation. The balance is due at the time of delivery. A 20% cancellation charge will apply to any rental items cancelled less than ten (10) days before delivery or pickup. A 100% cancellation charge will apply to items cancelled less than three (3) days before delivery or pickup. No credit will be issued for mutually agreed upon customer items or event-driven purchases. No credit will be given for unused items. Unless the order has been confirmed and reserved, all prices and availability are subject to change.

12. Delivery: Normal round-trip delivery is available to the first floor or at loading docks. Delivery charges are based on your location and mileage. Additional charges apply based on mileage, drop off location, requiring steps, elevators, etc. Customer is responsible for order confirmation and accuracy upon delivery. Customer must check and notify **EPIC PARTY RENTALS LLC** at the time of delivery if items are missing or damaged. Customer assumes all liability after **EPIC PARTY RENTALS LLC** leaves the delivery site.

If a delivery is for your home, please provide a protected space to leave the equipment (garage, entryway, patio, deck). If you are not going to be home at the time of delivery, please let your Event Specialist know where to deliver the equipment.

If a delivery is to a business or venue, please provide hours of operation, contact at facility, and any special instructions that would allow for a smooth delivery/pickup process.

Please keep your Pet(s) away from the delivery point at the time of delivery.

EPIC PARTY RENTALS LLC will deliver the Rental Equipment to customer. Customer will ensure there is a parking area for the trailer and grants to **EPIC PARTY RENTALS LLC** true right to enter the property at «address» for delivery. Set-up and take-down of tables and chairs to be completed by customer. **EPIC PARTY RENTALS LLC** staff will pick up the Rental Equipment and any associated equipment or packing materials at the approximately specified times. At the time of pick-up an inventory of all items will be taken.

X _____ I, the undersigned, have carefully read, fully understand and agree to the above rules and conditions.

14. Loss or Damaged: The customer retains full responsibility for rented equipment from the time of pick-up/delivery to the time of return. Please be sure equipment is secured when not in use and protected from the weather. Full cost replacement will apply for missing, broken, burned or damaged items.

15. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between **EPIC PARTY RENTALS LLC** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order. **PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

20. Hold Harmless Agreement: Renter agrees all risk, and agrees to hold Above and release **EPIC PARTY RENTALS LLC** and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at or relating to; The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment. Contact of underground utilities, pipes, or any condition on renter's property. All necessary surface repairs. Any injury or damage during the use of rented equipment including inflatables, dunk tanks, and any interactive games.

X_____ I, the undersigned, have carefully read, fully understand and agree to the above rules and conditions.

Equipment	_____ White Folding Rectangular Table	_____ Cotton Candy Machine
	_____ White Folding Round Table	_____ Chocolate Fountain Machine
	_____ White Folding Lifetime Chairs	_____ Tent Patio Heater
	_____ White 10X10 Folding Tent	_____ Table Covers
	_____ White 10X20 Folding Tent	_____ Chair Covers
	_____ Popcorn Machine	_____ Chair Sash Bow
	_____ Rainbow Bounce House	_____ Tropical Bounce House

Name	Driver License #
Signature	Date _____ / _____ / _____