

# KDC Party Rentals & More

## ENTERTAINMENT EQUIPMENT RENTAL AGREEMENT

Event date: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Event name: \_\_\_\_\_ Number of guests: \_\_\_\_\_

Renter's Name (herein "You" or "Your"): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

### RESPONSIBILITY OF USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented items. **ALL RENTAL EQUIPMENT RENTALS ARE UP TO 8 HOURS**. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold **KDC Party Rentals & More** harmless from and hereby release **KDC Party Rentals & More** from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from **KDC Party Rentals & More** negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

**EQUIPMENT FAILURE:** You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair and will immediately notify **KDC Party Rentals & More** of the facts. **KDC Party Rentals & More** agrees at our discretion, to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all **KDC Party Rentals & More** shall not be responsible for injury or damage resulting from failure or defect of rented items.

**USE OF EQUIPMENT** Renter agrees and covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to **KDC Party Rentals & More** you were. Renter further agrees that the items will be used only at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented item

**PAYMENT:** Renter shall pay all charges payable under this contract in advance. **ALL RENTALS REQUIRE A \$100 DAMAGE DEPOSIT. THIS MUST BE PAID IN CASH UPON EQUIPMENT DELIVERY. THE REQUIRED \$100 DEPOSIT WILL BE RETURNED UPON PICKUP AS LONG AS ITEMS ARE FREE OF DAMAGES.**

**DELIVERY AND PICKUP:** Delivery time will be schedule upon booking. Renter shall clean and repackage (in original packing) the rented items and if **KDC Party Rentals & More** agrees to pick up rented items, renter shall make it available for **KDC Party Rentals & More** for pickup at a mutually agreed and convenient accessible location.

**CARE OF EQUIPMENT** In addition to its other obligations hereunder; Renter shall ensure to protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter. Any damages, unauthorized use, or theft while in possession of renter is subjected to monetary fine plus cost to replace items rented.

**PERMITS AND LICENSES** Renter agrees prior to any installation of rental equipment, to obtain at renter's expense, any and all necessary permits and licenses and other consents if necessary.

Acknowledged, agreed and authorized by Primary Contact/Renter/Guarantor:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_