



## Party Pax Terms and Conditions

All our Rental Items and Services are provided according to the following rental terms and conditions, to which all customers are required to agree:

- Rental Terms. This is a rental agreement only. Rental Items shall remain the property of Party Pax. The rental period commences on the "Pick-Up/Delivery" date and ends on the "Drop-Off/Retrieval" date as stated on the Customer Invoice. Customer agrees all Rental Items must be returned on time and in its original condition to Party Pax. Customer's right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract and will generate additional charges. Any extension must be mutually agreed upon in writing.
- Payment. All rentals must be paid for, in full, at the time of rental possession. No refunds or credits will be allowed.

Cancellation of any item within 48 hours of scheduled pick-up or delivery will result in a 50% cancellation fee.

Returned checks will incur additional charges including but not exceeding all bank fees plus \$15 processing fee.

A damage security deposit on all rentals will be collected at the time of rental inventory possession. It may be in the form of personal check or cashier's check and will be refunded upon return of rental inventory in satisfactory condition. The damage deposit is fully refundable if all items are returned in the same condition, reasonable wear and tear excepted, and in the same packaging as it was received.

- Loss or Damage. Customer shall be responsible for any losses or theft of rental items, and all damage to Rental Items beyond ordinary wear and tear, while in possession or control of Customer. Damage or loss of items, and excess cleaning fees, will result in reduction or forfeit of damage deposit in an amount of up to the replacement cost of the damaged or lost Rental Items or amount of the cleaning fee.
- As-Is. Customer shall inspect the Rental Items upon pick-up/delivery. If Customer does not notify Party Pax of defective, missing, or incorrect Rental Items BEFORE the party starts, Customer shall be deemed to have accepted the Rental Items in their "as is" condition.
- No Warranties. Party Pax 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 Items are fit for Client's particular intended use or that they are free of latent defects. Party Pax shall not be responsible for any defect or failure unknown to Party Pax.

Customer Initials \_\_\_\_\_

- Injury or Damage. Customer will take all necessary precautions regarding the Rental Items, and protect all persons and property from injury or damage while in possession or control of the Rental Items. Customer takes full responsibility for proper set up of tables to ensure leg locking for full stability. Customer agrees to provide adequate and reasonable adult supervision for all children, at all times, while using or in the presence of rental items. Customer agrees to indemnify, defend and hold harmless Party Pax from and against any and all liability, claims, attorney's fees and costs, including, but not limited to, injuries to persons and damage to property, occurring while the Rental Items are in the possession or control of Customer, arising out of the use, maintenance, or operation, however caused, except arising through the sole gross negligence or willful misconduct of Party Pax.
- Compliance with Laws; Safety. Customer is responsible for obtaining all permits and/or licenses from the appropriate government agencies. If permits or licenses are denied for any reason, Customer remains responsible for all obligations pursuant to this Agreement. Customer shall not move the Rental Items from the address at which Customer represented they were to be used. Customer shall not use or allow anyone to use the Rental Items in any illegal or unsafe manner. Customer shall comply with all applicable laws that apply to the use of the Rental Items during the rental period.

Customer agrees to use any character dress-up costumes for the sole purpose of non-paid entertainment to friends and family. Soliciting or accepting payment in any form for use of Party Pax costumes is strictly prohibited. All paid security deposits will be forfeited if Party Pax policies are violated.

Customer agrees not to loan, sublet or otherwise dispose of rental inventory.

Customer agrees that all items shall be used only for the purposes and in the manner for which they were intended, and to use them at the Customer's own risk.

- Legal Fees. The prevailing party in any dispute under this agreement shall be entitled to recover its attorney's fees and costs in such action or proceeding.

**I have read the above agreement, as well as any attached policies and rental instructions, and fully understand and accept the conditions above.**

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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