



Rental Contract #

R 53513

TODAY'S DATE: _____

ORDER TAKEN BY: _____

RESERVED: ____/____/____

FAXED: ____/____/____

WILL CALL

DELIVERY

AM ____ PM ____

Springville
565 N. Main
Springville, UT 84663
(801) 489-7777

Lehi
310 N. 850 E.
Lehi, UT 84043
(801) 653-2806

St. George
1930 W. Sunset Blvd.
St. George, UT 84770
(435) 674-7655

LEASE	CLIENT	DRIVER'S LICENSE # EXP.	P.O. #	DATE OUT	TIME
	ADDRESS	VEHICLE LICENSE	OTHER I.D.	DATE IN	TIME
	CITY STATE ZIP	HOME PHONE	WORK PHONE	CANCEL DATE: Cancel by or deposit is forfeited _____	
	ORDER TAKEN BY	CONTACT PERSON		DEPOSIT REC.: <input type="checkbox"/> YES <input type="checkbox"/> NO	
	EQUIPMENT USE LOCATION	DROP OFF POINT		DATE DEPOSIT REC.: _____ <input type="checkbox"/> CASH \$ _____ <input type="checkbox"/> CHARGE	
	SPECIAL INSTRUCTIONS			CREDIT CARD TYPE _____ # _____ EXP. DATE _____	

QTY. OUT	QTY. IN	DESCRIPTION	CLIENT INITIALS HERE FOR QUANTITIES RECEIVED: ▾	SKU	Rental or Sale PRICE	TOTAL	CHARGES
							Rental / Merch:
							Missing Dmgd:
							Discount:
							Set Up: Y N
							Take Down: Y N
							Cleaning Fee:
							Sub-Total:
							Tax:
							Delivery:
							Pick-Up:
							Total Due: \$
							Deposit: \$
							BALANCE DUE: \$
							<i>We want you happy with your PartyLand experience! Please call our Corporate Offices regarding any questions, comments, concerns, etc. at 1-800-489-7797.</i>

CLIENT INSTRUCTIONS: PLEASE READ BOTH SIDES BEFORE SIGNING. INITIAL BOXES INDICATING YOU UNDERSTAND AND ACCEPT THE TERMS EXPLAINED BELOW:

- If I do not understand or forget the safety/operating instructions I have been given (oral and written), or if rental items fail, I will not attempt to operate or repair equipment. I will discontinue use and notify rental center immediately.
- A cleaning charge (of at least \$15.00) will be applied to all returning equipment needing cleaning before re-renting.
- I hereby release PartyLand, Inc. and its agents from all claim of liability, as provided on reverse side.
- DAMAGE WAIVER.** PartyLand, Inc. agrees in consideration of customer paying 10% of gross rental charges to waive certain claims for damage to rental item(s) as stipulated in item 17 on reverse side of this page. Damage while in customer's care due to neglect, misuse, or abuse is not covered. Use of rental item(s) in violation of any other item(s) and the terms and conditions of this contract are also not covered by the DAMAGE WAIVER.
- All equipment lost or damaged beyond repair will be paid for by the client at the regular replacement cost. Any damaged equipment that can be repaired by PartyLand, Inc. will be repaired and charged to the Client.

TERMS: A finance charge will be charged on all past due balances. Monthly period rate used is 1½% – APR 18%

AGREED RETURN DATE & TIME:
_____ am / pm
A full day's rental will be charged on all items not returned by this date & time.

TERMS AND CONDITIONS

For the purpose of this Rental Agreement, "PartyLand" shall mean PartyLand, Inc., a Utah corporation, its owners, officers, directors, shareholders, and employees, and "Client" shall mean the party who signs the front side of this Rental Agreement. If such party is an entity, that entity and the individual who signs this Rental Agreement shall be jointly and severally liable for all obligations of the Client pursuant to the terms of this Rental Agreement. Client shall be fully responsible for the acts and omissions of its agents and/or employees.

In consideration of hiring of the rental items (herein "the rental items" or "items") described on the front of this Rental Agreement it is agreed as follows:

- INDEMNIFY/HOLD HARMLESS. CLIENT WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CLIENT AGREES TO HOLD HARMLESS PARTYLAND FROM AND AGAINST ALL CLAIMS, LIABILITY, JUDGEMENTS, ATTORNEY'S FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPTING ONLY THOSE CLAIMS, ETC. THAT ARISE SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PARTYLAND.**
- ASSUMPTION OF RISK: RELEASE AND DISCHARGE OF LIABILITY. CLIENT IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER. NEVERTHELESS, CLIENT ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND EXPRESSLY ASSUMES ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CLIENT AGREES TO RELEASE AND DISCHARGE PARTYLAND FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS. CLIENT FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALLOW CLAIMS FOR INJURY OR DAMAGE AGAINST PARTYLAND WHICH CLIENT OTHERWISE MAY BE ENTITLED TO ASSERT.**
- OPERATORS.** Unless otherwise noted on the other side of this Agreement, no operators are furnished, directly or indirectly with any rental items.
- RECEPTION/INSPECTION OF RENTAL ITEMS.** Client hires the rental items on an "as is" basis. Client acknowledges that he has, or will personally inspect the rental items prior to its leaving PartyLand, (regardless of point of delivery) and finds it suitable for his needs. Client acknowledges receipt of all items listed in the Rental Agreement and that the rental items are in good working order and repair and that he understands (without further instructions) the proper operation and use of all rental items.
- WARNING.** The use of false or fictitious identification to obtain the rental items or the failure to return the rental items upon the Agreed Return Date of the Rental Agreement may be considered a theft, resulting in criminal prosecution. Your attention is directed to Utah Code Sections 76-6-405, 76-6-410, and 76-6-412 (criminal penalties for theft by deception and for theft of rental property items) and Section 76-6-505 (criminal penalties for issuing bad checks). Also see Utah Code Section 7-15-1 which imposes financial penalties on persons who issue bad checks.
- POSSESSION/TITLE.** Client's right to possession of the rental items terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date, and time constitutes a material breach of the Rental Agreement.
Time is of the essence of the Rental Agreement. Any extension of the Rental Agreement must be agreed upon in writing. Title to the rental items is and shall remain in PartyLand's name. If the rental items are not returned for any reason whatsoever, PartyLand may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Client hereby agrees to indemnify, defend and hold PartyLand harmless from any and all claims and costs arising from such retaking. If rental items are levied upon, Client shall notify PartyLand immediately.
- RENTAL PERIOD; RATE AND PAYMENT.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental charges begin immediately upon delivery of the rental items to the location directed by the Client or upon rental items leaving PartyLand, whichever happens first. Rental charges end upon return of the rental items to PartyLand in an acceptable condition. No allowance will be made for Saturdays, Sundays, holidays or time in transit nor for any period of time the rental items may not be in actual use while in Client's possession. If the rental items are returned prior to the end of the minimum rental period the rental due shall be for the entire minimum rental period. PartyLand may terminate rental at any time and retake the rental items without further notice in case of violation by Client of any terms or conditions of this Rental Agreement. Client agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising under this Rental Agreement. Client agrees to pay a monthly service charge on all unpaid balances. Rental rates are based upon daily usage (24 hours per day, 7 days per week).
- ORDINARY WEAR AND TEAR.** Client shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, concrete, rosin or any other material.
- COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Client agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Client agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Client further agrees to pay all licenses, fines, fees, permits or taxes arising from his use of the rental items, including any subsequently determined to be due.
Client shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all

harm or abuse the rental items, permit any repairs to the rental items without PartyLand's prior written permission; or allow a lien to be placed upon the rental items.

Client agrees to clean and visually inspect the rental items at least daily and to immediately discontinue use and notify PartyLand when any rental item is found to need repair or maintenance or is not properly functioning. Client acknowledges that PartyLand has no responsibility to inspect any rental item while it is in Client's possession.

- RETURN OF RENTAL ITEMS.** Client agrees to return the rental items to PartyLand upon or before Rental Agreement Agreed Upon Return Date in as good condition as when received, ordinary wear and tear excepted. Client shall be liable for all damages to or loss of the rental items occurring because they were not returned during PartyLand's regular business hours. Client shall be responsible for all costs incurred by PartyLand recovering and returning damaged rental items to PartyLand's premises.
- DISCLAIMER OF WARRANTIES.** PartyLand makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that any rental item is fit for Client's particular intended use, or that it is free of latent defects. PartyLand shall not be responsible to Client or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the rental items. PartyLand shall not be responsible for any defect or failure unknown to PartyLand. Client's sole remedy for any failure of, or defect in the rental items shall be termination of the rental charges at the time of failure, provided that Client notifies PartyLand immediately of such failure and returns the rental items to PartyLand within twenty-four (24) hours of such failure.
- PURCHASE ORDERS.** The use of Client's purchase order number on the Rental Agreement is for Client's convenience and identification only.
- SUBLETTING; LOCATION OF RENTAL ITEMS.** Client agrees not to sublet, loan or assign the rental items. Client shall not move any rental items from the address at which Client represented it would be used.
- DEFAULT.** Should Client in any way fail to observe or comply with any provision of the Rental Agreement, PartyLand may, at its sole option, terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, or pursue any other legal rights and remedies available to PartyLand. Exercise of any remedy available to PartyLand shall not constitute an election of remedies or a waiver of any additional remedies to which PartyLand may be entitled.
- RETAKEING OF RENTAL ITEMS.** If for any reason it becomes necessary for PartyLand to retake the rental items, Client authorizes PartyLand to retake the rental items without further notice or further legal process and agrees that PartyLand shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.
- LEGAL FEES.** In the event an attorney is retained to enforce any provision of the Rental Agreement, the prevailing party in the dispute 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.
- Accidental Damage Waiver. Accidental Damage Waiver is not insurance.** By Client accepting the Accidental Damage Waiver on the front of this Rental Agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, PartyLand and Client agree that PartyLand will waive any claim against Client for direct physical damage to the rental items while in the use by the Client. If Client has insurance covering such loss or damage, the Accidental Damage Waiver becomes secondary and Client shall exercise all rights available to him under said insurance and take all action necessary to process said claim. Client further agrees to assign said claim and any and all proceeds from such insurance to PartyLand. Upon request of PartyLand, Client shall fully cooperate with PartyLand and furnish the name of his insurance agent, insurance company and complete information concerning insurance coverage carried. Notwithstanding the foregoing, the following conditions are not covered under the Accidental Damage Waiver:
 - Breakage, cigarette burns, candle wax, tears, stains, etc., to china, glassware, flatware, silver service or linen;
 - Any rental items or part thereof which is not returned for whatever reason, including theft;
 - Damage resulting from improper use, overloading or exceeding the rated capacity of the rental items;
 - Damage to motors or other electrical appliances or devices caused by artificial current;
 - Damage as a result of vandalism, or malicious mischief or intentional abuse;
 - Damage resulting from misuse, abuse, failure to maintain, cleanliness, lack of lubrication or other normal servicing of rental items;
 - All damage resulting from overturning;
 - All damage resulting from use of the rental items in violation of any provision of the Rental Agreement, violation of any law, ordinance or regulation.
- NOTICE OF NON-WAIVER SEVERABILITY.** Any failure of PartyLand to insist upon strict performance by Client as regards to any provision of this Rental Agreement shall not be interpreted as a waiver of PartyLand's right to demand strict compliance with all other provisions of the Rental Agreement against Client or any other person. The provisions of the Rental Agreement shall be severable so that the unenforceability, invalidity, or waiver of any provision shall not affect any other provision.
- SUPPLEMENTAL DOCUMENTS.** Client has received, read and understood each of the following documents (which are checked.) These documents are expressly incorporated into this Rental Agreement and shall be binding upon client in every respect.

Instructions for Returns
Delivering Carnival
Personal Guarantee
All About Renting
Site Plan
Power Requirements
Delivery Waiver