

## Luxe Event Rental Terms & Conditions Rental Contract

Luxe Event Rental LLC ("Lessor") agrees to lease the items designated on the face hereof ("Equipment") to the customer identified on the face hereof ("Customer") according to the following terms and conditions.

**RENTAL EQUIPMENT USE:** Customer is responsible for all equipment from time of receipt to time of return, including replacement costs in the event that Equipment is lost and/or stolen. Use of the inflatable is voluntary, persons using the inflatable do so at their own risk. If any Equipment becomes unsafe for use, Customer agrees to discontinue use of such equipment and notify Lessor, which will replace the equipment with similar equipment in good working order, if available.

CUSTOMER'S CARD ON FILE WILL BE CHARGED FOR DIRTY OR DAMAGED EQUIPMENT. CUSTOMERS CARD WILL BE CHARGED FOR REQUIRED REPAIRS CAUSED BY CUSTOMER, AS WELL AS ANY OTHER ASSOCIATED COSTS.

CUSTOMER'S CARD ON FILE WILL BE CHARGED **\$30.00** FOR ITEMS RETURNED DIRTY.

Notwithstanding anything contained herein to the contrary, Lessor shall not be liable for any consequential or incidental damages associated with the replacement or substitution of other equipment for any unsafe equipment, including claims for delays.

LESSOR DOES NOT PROVIDE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EQUIPMENT IS TO BE FOLDED DOWN AND STACKED FOR PICK UP, OTHERWISE A **\$25.00** FEE WILL APPLY

**INDEMNIFICATION:** Customer expressly agrees to defend, indemnify and hold harmless Lessor and its successors, assigns, directors, officers, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, losses or damages, including property damage, personal injury, consequential damages, loss of income and other incidental damages relating directly or indirectly to the condition or use of the Equipment (each, a "Claim"), including, without limitation, attorney's fees and costs of defense irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by the negligence, breach of contract or warranty, or any other breach of duty by Lessor, or whether it is alleged that Lessor or any agent of Lessor, in any way contributed to the alleged wrongdoing or is liable due to the non-delegable duty, incurred or sustained by Indemnitees or any of them as a result of injury to persons or damage to or loss of property. THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT THE INDEMNITEES WERE SOLELY NEGLIGENT, THAT CUSTOMER WAS SOLELY NEGLIGENT, THAT THE INDEMNITEES AND CUSTOMER WERE JOINTLY NEGLIGENT, OR OTHERWISE; provided, however, Customer may not be obligated to indemnify Indemnitees for sole negligence or willful misconduct where such indemnification is contrary to law. The foregoing indemnification shall not be construed to eliminate or in any way reduce any other indemnification or right, which any Indemnitee has, by law. In the event that Lessor fails to deliver Equipment, or is unable to remedy problems with the Equipment, Lessor's sole responsibility shall be to refund to Customer the rental fee for the particular Equipment.

**COLLECTIONS:** Customer agrees that Lessor may pursue all avenues of collection, including use of collection agencies, and authorizes Lessor to legal actions to recover all charges and all other unpaid amounts due to (A) Customer's failure to return Equipment, (B) damage or loss of Equipment as a result of the negligence of Customer, (C) Customer's failure to pay the amount of the invoice or invoices for the rental of Equipment, together with interest on such delinquent amounts at the rate of one and one half percent (1.5%) per month, which interest shall begin to accrue the day after payment was due in full, and (D) all other costs of collection and other unpaid charges, including, but not limited to, attorney's fees. A 25% deposit is required to confirm all reservations. Should the reservation be cancelled due to inclement weather, prior to delivery, a full refund will be issued. Cancellations made at least 7 days prior to scheduled date will also receive a full refund. Cancellations made less than 7 days will receive no refund.

**I have read and understand and agree to the Terms and Conditions of the Rental Contract**

Sign \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_