

March 16, 2011

Perry Hall Moon Bounce
Equipment Rental Agreement

410.370.3507 www.perryhallmoonbounce.com

Customer's Name:		Address:					Rental Date:			
		<input type="text"/>					Time:			
							Notes:			
Contact #		Event Address if different from above:					<input type="text"/>			
Cell#		<input type="text"/>								
Home#										
Fun Flush	Snow Cone	Snow Cone Extra Supplies	Fun Spinner	Fun Spinner Extra Supplies	Cornhole (bean bag toss)	Texas Horshoes	Blower Motors	Generator	Delivery	

Sub Total:
Tax:
Deposit:
Total:

1. Perry Hall Moon Bounce. Lessor, hereby rents to the Lessee named on Page 1 the Perry Hall Moon Bounce Equipment Rental Agreement subject to all the terms and provisions of this agreement. Delivery to the address specified by the lessee. Lessee grants Perry Hall Moon Bounce the right to enter said property for the delivery and return of rental equipment at approximate specified time, unless otherwise agreed upon. Equipment means rental equipment identified in this agreement along with all accessories attached thereto or contained therein or included to make up usable unit.

Initial: _____

2. INDEMNITY: Lessee shall, to the fullest extent permissible by law, defend, indemnify and hold harmless Lessor, its employees and agents, from and against any and all losses, liabilities, damages, injuries, claims, demands, cost and expenses whatsoever. Lessee further agrees it will reimburse Lessor for any expenditures, including reasonable attorneys' fees, Lessor may make by reason of such and, if requested by Lessor will defend any such claims at the sole cost and expense of Lessee. Lessor is not liable for any loss of income or revenue expected from the use of rental equipment. Lessor obligation extends only to the rental value of the equipment. Lessor will make every effort to replace, reschedule or refund rental cost. Lessor is not liable for any consequential losses incurred by equipment failure.

Initial: _____

3. ASSUMPTION OF RISK: Lessee hereby assumes any and all risk of damages to Lessee and to Lessee's agents, Employees and representatives, and to all others, arising out of or in any way related to this rental, and Lessee's use of the equipment and property rented pursuant hereto. Lessor is fully responsible for the theft of items rented and will pay replacement cost.

Initial: _____

4. INSURANCE: Without a limitation on any other obligation of Lessee pursuant hereto, Lessee shall at its own expense, secure and maintain insurance in effect under the terms of this Rental Agreement. This insurance shall name Lessor as additional Insured, and shall specifically state that is primary insurance for the benefit of Lessor and Lessee. Such insurance shall include (1) Worker's Compensation coverage and Employer's liability insurance that shall provide defense and indemnity on a primary basis to Lessor for damages, injuries, and workers compensation benefits incurred by or claimed by Lessee's agents employees and representatives; (2) Liability insurance providing primary insurance to Lessor for defense of claims and actions arising out of or in any way related to this rental, and Lessee's use of the Equipment and property rented pursuant hereto; (3) Liability insurance providing primary indemnity coverage to Lessor with limits of no less than the limit presently covering Lessee for liability of actions arising out of or in any way related to this rental, and Lessee's use of the equipment and property rented pursuant hereto. All such insurance shall be primary for all purposes, regardless of other insurance that may be available to Lessor, and shall contain severability of interest clause. In the event that Lessee fails to comply with this provision, damages in any action by Lessor against Lessee for breach of this provision, shall include but not limited to, the dollar amount of insurance benefits that Lessor would have received had Lessee complied with this provision.

Initial: _____

5. LESSOR SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO ANY PROPERTY OF LESSEE or any other person which may have used or been in contact with the equipment either before or after its return to Lessor whether or related to the negligence of Lessor or its agents, representatives or employees. Lessee shall assume all risk of such loss or damage, waive all claims therefore against Lessor, and defend, indemnify and hold Lessor harmless from all claims arising out of such loss or damage.

Initial: _____

6. Lessee agrees that the rented equipment is in a safe and satisfactory condition; that lessee has inspected it or has been given the opportunity to inspect it before accepting it for use. THE LESSEE ACKNOWLEDGES THAT THEY HAVE THE DUTY TO INSPECT THE EQUIPMENT PRIOR TO USE and notify the Lessor of any defects found. In the event the equipment becomes unsafe or in despair due to normal use, the lessee agrees to discontinue use and notify the Lessor, who will replace the equipment with a similar one in working order as available. The Lessor is not responsible for any incidental or consequential damages whatsoever caused by delays or otherwise.

Initial: _____

7. Neither the Lessee nor any other person operating the equipment shall leave it unattended. Lessee is responsible for theft or damage to rented equipment under any circumstances, and has sole responsibility for proper and safe storage and protection of it while this contract is in effect

Initial: _____

8. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects.

Initial: _____

9. CANCELLATIONS: Due to the high demand for equipment, it is necessary for us to have reservations guaranteed in advance in the form of a security deposit. Cancellations made less than 48 hours (2 days) prior to the rental date will be charged 25% of the total equipment cost for one day. Rental reservations not canceled prior to the rental date will be charged one full day's rental cost for all equipment reserved.

Initial: _____

I have had the opportunity to read the terms and conditions of this agreement. **The lessee shall be in charge and is fully responsible for the operation of equipment after receiving unit, as well as the return of the unit, undamaged and in working order.**

LESSEE: By signing on the bottom line, I understand, agree to and accept all of the terms of this rental agreement.

Name: _____ **Date:** _____