

Party Rental Equipment Release and Assumption of Risk

Rio Rancho Party Rentals LLC

- Rental Terms:** This is a rental only contract not for sale. Rental items shall remain the personal property of **Rio Rancho Party Rentals**. The rental period begins at the time of pickup or delivery. If equipment is not returned by the agreed upon time additional fees will be charged.
- Will Call Inspection:** The lessee will inspect the rental equipment before taking possession, find them in "as is" condition and suitable for their needs before taking possession and that all counts are correct.
- Delivery Orders:** We deliver to your home or venue and will leave the equipment at the front area where the truck parks or the garage. We cannot enter your property to set up inside or in the backyard. It is up to you to have a person over 18 years old to inspect and count the order before the driver leaves for any damage or inaccuracies. Equipment must be stacked and ready for pickup at designated time.
- Warranties:** There are no warranties of merchantability or fitness either express or implied.
- Safety:** Lessee agrees to obtain all permits and licenses required by any government agency. Lessee will take all necessary precaution to protect all persons from injury or damage while in possession of the rental items. Lessee agrees to indemnify, defend and hold harmless **Rio Rancho Party Rentals LLC** from and against any and all liability, claims judgments, attorney's fees and costs, including but not limited to, injuries or death to persons and damage to property, occurring while rental items are in the possession or control of lessee.
- Loss Or Damage:** Lessee shall be responsible for any losses or theft of rental items and all damage beyond ordinary wear and tear while in the possession or control of client. Lessee will pay for all rental items lost or damaged in an amount equal to the replacement cost of the rental item. We will use your credit card on file to pay for any loss or damage.
- Cleaning Fees:** All equipment is to be returned in the same clean condition as when picked up or delivered. Equipment returned dirty with food or drink residue, grass, dirt etc will be charged a \$25 cleaning fee. Use tablecloths to protect table tops from staining.
- Payment Terms:** We accept Cash and All Major Credit Cards. Credit Card orders need to be paid in full before arrival or delivery to streamline the delivery process.
- Rio Rancho Party Rentals LLC** had the right to refuse service or cancel and order for any reason without liability. Customer agrees to the laws and jurisdiction of the State of New Mexico for dispute resolution. Unauthorized credit card use is punishable by law and is subject to order cancellation.
- Loading & Unloading Vehicle** **Rio Rancho Party Rentals** is not responsible for any damage to your vehicle from loading or unloading vehicle. Lessee assumes all risk.

Lessee Signature _____ Date: _____

Pickup Vehicle Plate _____ Make _____ Model _____ Color _____

Rental equipment will be returned on Day _____ Time _____