



Rio Rancho Party Rentals LLC

Party Rental Equipment Release and Assumption of Risk

- 1. Rental Terms:** This is a rental only contract not for sale. Rental items shall remain the personal property of **Rio Rancho Party Rentals LLC**. The rental period begins at the time of pickup. If equipment is not returned by the agreed upon time additional late fees will be charged.
- 2. 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. Customer has been shown the correct operation and safety features of each piece of equipment.
- 3. Warranties:** There are no warranties of merchantability or fitness either express or implied.
- 4. 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.
- 5. 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 lessee. Lessee will pay for all rental items lost or damaged in an amount equal to the replacement cost of the rental item including shipping costs.
- 6. Cleaning Fees:** All equipment is to be returned in the same clean condition as when picked up. Equipment returned dirty with food or drink residue, grass, dirt, wet will be **charged a \$25 cleaning fee no exceptions.**
- 7. Payment Terms:** We accept Cash and All Major Credit Cards. Payment is due at the time of pickup.
- 8. 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.
- 9. Loading & Unloading Vehicle Rio Rancho Party Rentals LLC** is not responsible for loading and unloading your vehicle and any damage to your vehicle from loading or unloading. Lessee assumes all risk.
- 10. Linen Rental :** Replacement cost will be charged for any damages regardless of cause including but not limited to burns, grease, food dye, heavily stains, holes and tears which render them unusable for future rental. Linens don’t need to be washed.
- 11. Concessions:** Lessee is responsible for the safety, storage, preparation, cleanliness and correct operation of all rental equipment, accessories and food items associated with the rental.

Lessee Signature _____ Date: _____

Vehicle Plate _____ Make _____ Model _____ Color _____

Rental equipment will be returned on Date _____ Day _____ Time _____