



RENTAL CONTRACT AGREEMENT

This Party Rental Contract Agreement ("Agreement") is entered into between Desert Fun Party Rentals ("Company") and the undersigned customer ("Customer") for the rental of party equipment and services. By signing this Agreement, Customer agrees to the terms and conditions outlined below.

1. RENTAL PERIOD

The rental period begins on the day the rental equipment is delivered and ends on the day of pickup. All rental items must be returned or available for pickup at the agreed-upon time. Late returns may incur additional fees.

2. RENTAL ITEMS & FEES

A detailed list of rental items and associated fees will be provided in the attached invoice provided by Desert Fun Party Rentals.

3. PAYMENT TERMS

- A **50% non-refundable deposit** is required at the time of booking.
- The remaining balance is due **five days** before the event.
- Acceptable payment methods: **Cash, Check, Credit Card, Zelle**
- A valid ID and credit card may be required for security purposes.

4. CANCELLATION POLICY

- Cancellations made **five days** before the event may receive a partial refund, excluding the non-refundable deposit.
- No refunds for cancellations within **five days** of the event.

5. DELIVERY, SETUP, & PICKUP

- Delivery will be made to the address provided by the Customer.
- Setup is included for most items (e.g., inflatables, tents, tables, chairs). The Customer is responsible for arranging power and space for setting up unless otherwise agreed upon in writing with Desert Fun Party Rentals.
- Pickup will occur at an agreed upon time the day after the event. Any delays in pickup due to Customer negligence may result in additional fees.

6. CUSTOMER RESPONSIBILITIES

- Permits & Licenses: Customer agrees prior to any installation of rental equipment including tents, to obtain at Customers' expense, any and all necessary permits and licenses and other consents.
- Customer shall maintain, at Customer's expense, liability, property, and casualty insurance coverage in an amount sufficient to fully protect Desert Fun Party Rentals and its equipment against any and all claims, loss, or damage of whatever nature or type.
- Customer is responsible for the proper use and care of rental items.
- Rental items must be picked up or returned in the same condition as received.
- Customer agrees to keep equipment in a secure and safe environment.
- Damage, loss, or theft of rental items will result in replacement or repair costs charged to the Customer.

7. LIABILITY WAIVER & INDEMNIFICATION

Hold Harmless: Customer will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Customer agrees to hold harmless Desert Fun Party Rentals and its employees & staff from and against any and all liability, claims, judgments, attorneys' 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, except claims or litigation arising through the sole negligence or willful misconduct of Desert Fun Party Rentals.

8. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY

Customer 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 and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge Desert Fun Party Rentals from any and all responsibility or liability from such injury or damage arising out of the use or operation of the rental items; and Customer further agrees to waive, release and discharge any and all claims for injury or damage against Desert Fun Party Rentals which customer otherwise may be entitled to assert.

9. LIMITATION OF LIABILITY

Desert Fun Party Rentals liability (whether under the theories of breach of contract or warranty, negligence, strict liability, or otherwise) for the goods shall be limited to repairing or replacing such goods found by Desert Fun Party Rentals to be defective with new or reconditioned goods at Desert Fun Party Rentals discretion, or at its option, to refunding, in partial or full, the rental or purchase price of such goods. The parties hereto expressly agree that Customer's sole and exclusive remedy against Desert Fun Party Rentals shall be for the repair or replacement of the defective goods or, with Desert Fun Party Rentals consent, a refund of the purchase price. Customer hereby agrees that this exclusive remedy shall not be deemed to have failed of its essential purpose so long as Desert Fun Party Rentals is willing and able to repair or replace the defective goods in the prescribed manner or refund the price, in partial or full, for goods covered by the contract.

9. FORCE MAJEURE

Desert Fun Party Rentals is not responsible for cancellations due to unforeseen circumstances such as extreme weather, natural disasters, or government restrictions. In such cases, rescheduling options may be offered.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

11. AGREEMENT ACCEPTANCE

I have read and accept the terms and conditions of this rental agreement. If any changes are made, the rental agreement will be void and the deposit will be forfeited. I authorize Desert Fun Party Rentals to charge my credit card on file for payment in case of late cancellation, damage or loss of equipment. If a non-sufficient check is rendered, additional fees will be incurred as per the restrictions listed above. By signing below, the Customer acknowledges and agrees to the terms of this Agreement.

Customer Information:

Name: _____

Signature: _____

Date: _____

Thank you for choosing Desert Fun Party Rentals!

