

# Rental Agreement & Credit Card Authorization Form



INVOICE: \_\_\_\_\_

Big Blue Sky Party Rentals & Supplies, LLC • [www.bigblueskyparty.com](http://www.bigblueskyparty.com)

The following Terms and Conditions apply to your order(s) from Big Blue Sky Party Rentals & Supplies, LLC ("BBS"). By placing an order on [www.bigblueskyparty.com](http://www.bigblueskyparty.com) or with a BBS agent, by paying for the Invoice above or by accepting delivery of the items listed on the Invoice above, You ("Renter"), confirm that you agree to execute this Rental Agreement and Credit Card Authorization in its entirety.

**Please DO NOT sign and submit this Rental Agreement and Credit Card Authorization unless you have read, understand and agree with all of the following Terms and Conditions. Please read entirely.**

## RENTAL INFORMATION

**Renter Name:** \_\_\_\_\_  
(Must be the same as Credit Cardholder below)

**Company:** \_\_\_\_\_  
(If applicable)

**Primary Phone:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_ **Time of Event:** \_\_\_\_\_

Delivery Date	Return Date
Delivery Arrival Window	Return Arrival Window

## Delivery Address

## Notes

## CREDIT CARD AUTHORIZATION

The following will serve as the "signature on file" for all rental agreements made between BBS and myself – the Renter – or the company named above. I agree to perform the obligations set forth in my cardholder agreement with my credit card issuer. I authorize BBS to charge the credit card I provide below or in the secure payment page provided by BBS for any money owed in connection to my order. This may include but is not limited to charge:

- 100% of the total on my Invoice(s) at any time of which 50% will serve as a non-refundable security deposit for my order.
- Balance, full payment, partial payment or cost of damages incurred.
- The daily rental rate due to my or anyone at my delivery locations' failure or refusal to return the rental items or equipment upon Return Arrival or Pick up.
- The replacement or repair cost of any item I return damaged or report lost or stolen.
- Any costs incurred by BBS and its agents during the delivery, attempted delivery, pickup/return or attempted pickup/return of any rental items.
- Cost for BBS to set up tables and/or chairs on delivery if I did not elect to do so on order placement but decide I do want set up on order delivery.
- Cost for BBS to fold and stack tables and/or chairs I have rented but do not have ready for return during the start of the Return Arrival Window or decide I do want folded and stacked for me.
- \$25 for every 15 minutes BBS delivery person(s) must wait at my delivery location at my request due to me not being ready and/or present for delivery or pickup during the agreed upon Delivery Arrival Window or Return Arrival Window if BBS schedule or time allows in lieu of delivery cancellation.
- \$50 in lieu of order cancellation if I breach the Rental Agreement by not being at the delivery location and/or ready for delivery during the agreed upon Delivery Arrival Window AND BBS must return at any later time to deliver my order with no guaranteed delivery time.

I also authorize BBS to pre-authorize a charge or hold of one of the following amounts on my credit card 1-2 days before my scheduled delivery date. This hold is to be used as a Damage Deposit for my order. I understand should items I rent be returned with damage beyond normal wear and tear or requiring special cleaning due to my or my guests' use or misuse, the cost of cleaning, repairing, or replacing a damaged, lost or stolen item may be charged against the deposit. I understand the amounts below will not be available for me to use for the duration of the hold. I also understand the entire amount will be released within 48 hours of Rental Order return if no damage beyond normal wear and tear is present and all items are returned in the same condition as received.

- If my order total is \$299.99 or less, then I authorize BBS to place a \$50.00 hold on my card.
- If my order total is \$300.00 or greater, then I authorize BBS to place a \$100.00 hold on my card.

Cardholder Name: \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

Credit Card Type:  Visa  MasterCard  Discover  American Express

Last 4 digits of Credit Card: \_\_\_\_\_ Credit Card Expiration Date: \_\_\_\_\_

**You will enter your full credit card number into the secure payment form via the link available after submitting this agreement. Full payment is due upon submitting this agreement. A copy of your valid ID and credit card imprint will be obtained on delivery.**

\_\_\_\_\_  
CARDHOLDER SIGNATURE DATE SIGNED

## Definitions for the purpose of this Rental Agreement & Credit Card Authorization Form

**"Rental Company" or "BBS" or "Lessor":** Big Blue Sky Party Rentals & Supplies, LLC.

**"Renter":** The person who will be responsible for the rental items during the entire Rental Period and for paying for the entire cost of the rental order. This person will also be responsible for paying for any items or equipment that is rented under their name and is damaged, lost or stolen during their Rental Period.

**"Renters' Agent":** Any other person who is working for or representing the Renter. This can be an event planner, an assistant, a caterer, a florist, an employee or anyone else hired to work for or perform a service for the Renter.

**"Renters' Guests":** Any person invited to, allowed on or present at the delivery address property during the Rental Period.

**"Rental Period":** The time from when rental items are delivered to the delivery location through when the items are ultimately recovered from the delivery location. Note: The renter will not be responsible for damaged items if the damage is caused by a Big Blue Sky employee or agent during this period.

**"Rental Order" or "Order":** The items, equipment and services listed on the Invoice.

**"Items" or "Equipment":** Any items rented or provided to the Renter or Renters Agent by Big Blue Sky for use during the Rental Period. This includes but is not limited to tables, chairs, bounce houses, canopies and tents.

**"Inflatable Items":** Any inflatable item such as bouncers, jumpers, bouncy castles, bounce houses, obstacle courses, slides, inflatable decor or any item that requires the use of an electrically powered air blower.

**"Cardholder":** The person who's named on the credit card used to pay for the Rental Order.

**"Damage Deposit":** The pre-authorized charge on the credit card to cover any damaged, lost or stolen items during the rental.

**"Security Deposit":** The non-refundable deposit used to hold the items you have requested to rent for your event date.

## TERMS & CONDITIONS | POLICIES

The Undersigned, as Renter and Cardholder, hires from Big Blue Sky Party Rentals & Supplies, LLC the items they have chosen at [www.bigblueskyparty.com](http://www.bigblueskyparty.com) and that are listed in the invoice above. This agreement is to rent the items only. All items will remain the personal property of BBS. All items will be delivered undamaged, clean and in good working order to the address designated above as the "Delivery Address". Once delivered, all BBS property is to remain at the delivery location and may be removed only by BBS agent(s) at any time or by the Renter only with the express written consent of a BBS authorized agent. Renter gives BBS representatives the right to enter the delivery address property for the delivery,

pick up, return or recovery of all BBS property at any time any BBS items belonging to BBS is present or believed to be present at the property. Renter agrees to return all items in the same condition as they were delivered. Renter also agrees to obtain and incur the cost of all permits, licenses, consents if required for installation, maintenance and use of the equipment at their desired event location. BBS standard delivery is "curbside". Additional charges may apply for drop-off or delivery of items further than 20 ft from the delivery truck. Renter agrees to pay any additional cost for stairsteps usage or elevator usage needed for delivery or return.

### **Substitutions**

BBS agrees to deliver all items requested and paid for by the Renter on the scheduled delivery date. However, if an item is no longer available due to another customers' use or misuse, or damaged for any reason and not suitable for delivery, BBS will deliver an appropriate substitute or refund the entire rental cost of the item to Renter. Renter may choose to either accept the substitute offered or a refund for the rental cost of the item.

### **Arrival Windows**

The Delivery Arrival Window and Return Arrival Window specified above are the times BBS has available to arrive to deliver and pick-up the rental order Renter has requested on the requested dates in the delivery location zip code. They have been scheduled around other fully paid orders for the same day and area with enough time to set up around Renters' stated event date and time. BBS agrees to arrive anytime during those windows to deliver or pick-up the rental order. However, BBS may arrive after the set arrival windows due to circumstances beyond BBS' control such as but not limited to excessive traffic, accident, severe weather or acts of God. Renter agrees to be present at the delivery location for the entire Delivery Arrival Window and Return Arrival Window to accept or return BBS property or the order may be cancelled without refund or incur additional charges. In lieu of cancellation, Renter may elect to pay a \$50.00 return-to-deliver fee with no guarantee as to time of delivery OR \$25 for every 15 minutes BBS delivery person(s) must wait for Renter to begin delivery and/or pickup at Renters request and if BBS' schedule and time allows.

### **Cancellation**

If Renter decides to cancel a fully paid order, the following will apply: If the order or a part of the order is cancelled – for any reason – more than 72 hours before the scheduled delivery date, 50% of the total amount paid will be refunded to the credit card used to pay for the order within 7-10 business days after the originally scheduled delivery date. If the order or a part of the order is cancelled – for any reason – less than 72 hours before the scheduled delivery date, 0% of the total amount paid will be refunded. However, BBS may decide to offer a store credit in the amount of the total cancelled to be used towards any future rental order at [www.bigblueskyparty.com](http://www.bigblueskyparty.com). BBS reserves the right to cancel any order at its discretion without refund if Renter or Renters' Agent or Renters' Guest(s) is hostile – either physically or verbally – to any BBS employee, agent or representative.

### **Payment**

Renter agrees to pay the total or combined totals of open Invoice(s) in their name by the credit card they provide via the secure payment page or another form of payment at BBS' discretion if that is no longer available after signing this Rental Agreement and Credit Card Authorization Form. Prepaid debit, credit or gift cards are not accepted. Cash is not accepted for full order payment. Cash may be accepted for additional charges incurred during the rental period after delivery only. All order invoice(s) must be paid in full before any items requested can be delivered and/or are able to be off-loaded at the delivery location.

### **Security Deposit**

A 50% non-refundable security deposit applies to all orders. All security deposits and payments are non-refundable after your event date or if you cancel your order less than 72 hours to your scheduled delivery date. This means that if you must cancel your order or part of your order - for any reason - more than 72 hours before your delivery date, 50% of your payment will be refunded within 7-10 business days after the originally scheduled delivery date. If you must cancel your order or part of your order- for any reason - less than 72 hours to your delivery date, 0% of your payment will be refunded.

### **Damage Deposit**

BBS will pre-authorize a charge on the credit card provided 1-2 days before the scheduled delivery date. This hold is to be used as a Damage Deposit for Rental Order. Should items be returned with damage beyond normal wear and tear or requiring special cleaning due to use or misuse during the Rental Period, the cost of cleaning, repairing, or replacing a damaged, lost or stolen item may be charged against the deposit. The pre-authorized amount will not be available for Renter to use for the duration of the hold. The entire amount will be released within 48 hours of Rental Order return if no damage beyond normal wear and tear is present and all items are returned in the same condition as received. Renter agrees to have the funds available to be held by BBS on the card provided above or in the secure payment page or the order may be cancelled.

### **Damaged, Lost or Stolen Items**

Renter agrees to keep all BBS property in the same condition as when received or incur additional fees and/or forfeit all or a part of the Damage Deposit. If Renter, Renters' Agent or Renters' guests damage any item, Renter will pay for the repair or replacement cost at the discretion of BBS. Renter is responsible for damage to BBS property during the Rental Period due to abuse, use, misuse, or negligence. Rental charges will continue beyond the specified rental term, at the daily rental rate, until items are returned to BBS or Renter pays BBS completely for any repair or replacement cost of the equipment.

### **Items Not Returned**

Rental charges will continue beyond the specified Rental Period, at the daily rental rate, until all equipment or items rented are returned to BBS.

### **Refund for Items Reported Damaged on Delivery**

All items - including tables, chairs, tablecloths and chair covers – are inspected and prepared by BBS to be delivered in a clean, undamaged, usable condition. Renter will receive no refund for any items reported on return as damaged, unclean or unusable due to its condition. A refund *may* be considered – but is not guaranteed – if Renter reports the item to BBS along with a picture and description of problem via email message to support@bigblueskyparty.com prior to the scheduled EVENT start time. If Renter has not indicated a scheduled EVENT start time, no refund will be considered.

### **Chair & Table Policy**

BBS agrees to deliver clean, undamaged tables and/or chairs in good, working order. All chairs and tables are delivered folded and stacked to the delivery address. Delivery farther than curbside is available at no extra charge IF there is a flat, unobstructed path at least 3 ft wide to the chosen drop off area on the delivery property. Set up and tear down is not included in the daily rental rate. Renter may choose to pay for set up and/or tear down from the appropriate options in the item listing. If not paying for tear down, chairs and tables must be folded and stacked as they were and in the same area they were dropped off. If chairs are not folded, stacked and ready for return on Return Arrival or if Renter elects to have us fold and stack the chairs or tables on return but did not pay ahead of time, a tear down fee will be applied to the order. This fee will be charged to the credit card used to pay for the order or Renter may choose to pay this extra cost in cash on return. Chairs and tables must be wiped down by Renter before folding and stacking if any of the following is present on the chairs or tables: gum, candy, food, dirt, paint, glitter, crayon markings, pencil markings, pen markings, tape, glue or any other substance or marking that was not present on delivery. If chairs or tables require special or out of the ordinary cleaning and/or disinfecting, a Cleaning Fee will be applied to the order. If any table or chair is damaged, lost or stolen during the Renters' rental period, the renter must immediately notify BBS by phone, voicemail or email. Renter agrees to pay \$50.00 per damaged, lost or stolen table and/or \$20.00 per damaged, lost or stolen chair. Renter must not sublease or remove BBS tables and/or chairs from the property to which they are delivered. The tables and/or chairs will be the sole responsibility of the Renter during the rental period. Renter agrees to return the tables and/or chairs rented in the same condition they were received.

### **Linen Tablecloth and Chair Cover Delivery Policy**

All tablecloths and chair covers are laundered and inspected for quality before delivery to Renter. They are delivered in a plastic bag or box. Although unlikely, Renter agrees to check them upon delivery for any possible stains or rips. There are no refunds for possible "damage" that may be present on delivery if BBS is notified after your event. Damage (stains, burns, rips, etc.) to the tablecloths and/or chair covers during the

Rental Period will be the Renters' responsibility and will incur additional charges which may include repair, replacement or cleaning cost. These additional charges will be taken from the damage deposit. Set-up and removal for pickup is the customers responsibility. Tablecloths and/or chair covers must be removed and bagged, ready for pickup at the agreed upon return time. Returned tablecloths and/or chair covers will be inspected within 48 hours of return. If any damage or stains are found, customer will be charged an appropriate cleaning, repair or replacement costs. This cost will be deducted from the Damage Deposit. If you would like BBS to set-up or remove the tablecloths and/or chair covers for you and you did not include the option in your order, you may elect to pay the cost in cash or have the cost charged to your credit on Return Arrival.

### **Inflatable Items or Units**

BBS warrants the BBS Inflatable item(s) – including but not limited to bouncers, bounce houses, obstacle courses, inflatable slides - leased under this Rental Agreement are in good, clean and working order. BBS Inflatable items are supplied with the appropriate number of required air blowers in good, working order. All obligations and liabilities on the part of BBS for damages including but not limited to consequential damages arising out of or in connection with the use, misuse, set up or performance of the BBS Inflatable items is Renters responsibility. The Renter agrees to keep the BBS Inflatable item(s) in his/her custody and not sublease, rent, trade, remove from the delivery location or sell the BBS Inflatable item(s). If the item(s) is damaged, subleased, traded or removed from the property, the Renter agrees to pay the cost to replace the item(s) which will be determined by BBS. If damage caused during the Renters possession is repairable, Renter will pay or reimburse BBS for all reparation costs.

### **Rain or Severe Weather Policy**

This policy only applies to events that are scheduled to occur outdoors without appropriate shelter or outdoor orders with items that cannot or should not be exposed to rain or severe weather. This policy does not apply to indoor events on a day that it is raining or experiencing severe weather. During periods of rain or severe weather conditions - such as snow or winds exceeding 15 mph – BBS reserves the right to cancel your order or - if already delivered - to retrieve any BBS property that cannot or should not be used in rain or severe weather without refund. If rain or severe weather is forecasted to occur in your delivery location zip code with a probability of 20% or greater on your scheduled delivery date during the start of your delivery arrival window and the end of your return arrival window AND you are having an outdoor event with items that should not be used during rain or severe weather, you ("Renter") have the option of canceling the entire order by 6:00 PM on the evening before your scheduled delivery date to receive a 50% refund of the order total you have paid OR you can reschedule your entire order delivery to another date of your choosing at no additional cost. If you decide to only cancel a portion of your order that cannot be used in rain or severe weather, you may receive a 50% refund for the cancelled portion only or a credit equal to 100% of the cancelled portion to use towards a future order. You must decide which option you would like and notify us of your choice via a reply email to the confirmation "PAID" email you received after paying for your order by 6:00 PM on the evening before your scheduled delivery date. If you choose the option to reschedule your entire order to another future date, you will have 5 business days from your cancellation date to select a new delivery date. If you are having an outdoor event and cancel your order or any portion of your order due to rain or severe weather after 6:00 PM on the evening before your scheduled delivery date, you ("Renter") will NOT receive a refund for your order. If you decide NOT to cancel your order and instead choose to go ahead with the scheduled delivery but BBS determines it must retrieve the items that cannot or should not be used in the rain or severe weather anytime during your rental, there will be no refunds. IT IS THE RESPONSIBILITY OF THE RENTER TO MONITOR THE FORCASTED WEATHER CONDITIONS FOR THE DELIVERY LOCATION ZIP CODE IF YOU ARE HAVING AN OUTDOOR EVENT. IF YOU DO NOT CANCEL YOUR ORDER IN ACCORDANCE WITH THE POLICY ABOVE, THE DELIVERY WILL BE ATTEMPTED AND NO REFUNDS WILL BE CONSIDERED.

### **Assumption of Risk**

Renter recognizes and understands that use of BBS property may involve inherently dangerous activities. Renter understands and acknowledges that this agreement discharges BBS from any and all claims including of injury, illness, death, or property damage resulting from the possession, use or misuse of any BBS property or items.

## **Safe Operation Acknowledgment**

Renter acknowledges that he/she has been advised about and fully understands the safe and accepted operation of BBS rental items via the items' listing on [www.bigblueskyparty.com](http://www.bigblueskyparty.com) and/or will be advised in person on delivery. Renter agrees to observe all safety precautions while using any BBS property. Renter also agrees to use common sense and caution when using any BBS items to minimize or eliminate any potential chance of injury to any person or damage to property. Any inflatable unit, patio heater, canopy or tent should not be moved once it is set up by a BBS representative on delivery. All product specific safety rules will be reviewed with Renter on delivery.

## **Insurance**

The Renter understands that insurance for property, damage, liability, health, and medical or disability coverage in any way related to the rental or use of equipment or items under this agreement is the sole responsibility of the Renter. BBS does not provide insurance for or in connection to any rental items or equipment.

## **Photography Policy**

Renter acknowledges that BBS delivery person(s), employees or representatives may photograph BBS rental equipment, items or property while under Renters' possession at the event delivery location which may or may not be Renters private property. These photographs may be used to document the condition of BBS rental equipment on delivery and upon return. These photographs may also be used online on social media platforms and/or on the company website. Any elements that can or may personally identify Renter and/or Renters' Guests and/or Renters' Agent will be removed from the photograph before being used publicly.

## **Privacy Policy**

Your use of our website, [www.bigblueskyparty.com](http://www.bigblueskyparty.com) and our services is governed by our Privacy Policy as follows. If you have any questions, please feel free to email us at [info@bigblueskyparty.com](mailto:info@bigblueskyparty.com). Big Blue Sky Party Rentals uses an online shopping cart software to present our products to you and to receive your order. Information collected during your order placement and registration is used to determine if we can process and fulfill your order for your requested event and/or rental dates. We use the contact information you provide to communicate with you via email and/or phone about your order. We use your email address to periodically send you our newsletter, product updates, discounts and other marketing materials that may interest you. A link will always be provided in our commercial emails to you should you wish to "unsubscribe" and stop receiving commercial email communication from us. However, if you have an open order with us, you will still receive all communication regarding your order. When you email us to any of our email addresses ([@bigblueskyparty.com](mailto:@bigblueskyparty.com)), we use your email address and name to respond and follow up to your inquiry. We do not sell, trade, or otherwise transfer your personal information except in accordance with this policy. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

## **E-Signature and Electronic Communication Consent**

Big Blue Sky Party Rentals & Supplies, LLC ("Big Blue Sky") will need to provide you with notices, agreements, receipts, disclosures, advertisements and other communications regarding our products and services or your order in writing ("Communications"). Big Blue Sky may also provide you with a link to make your order payment at the email address used on order placement. Your agreement to this E-signature and Electronic Communication Consent confirms your ability and consent to receive Communications electronically via e-mail, text message, telephone and/or voice message rather than in paper form and to the use of electronic signatures in our relationship and communication with you ("Consent"). You agree to provide your electronic signature when requested to do so in order to process your order. Under this Consent, Big Blue Sky may provide all Communications electronically by email, text message, online at [www.bigblueskyparty.com](http://www.bigblueskyparty.com), by telephone and/or voice message. If you choose not to agree to this Consent, your order may be cancelled. If you need to update your email address after order placement, please contact us at [support@bigblueskyparty.com](mailto:support@bigblueskyparty.com).

## **Waiver and Release of Liability**

Renter does hereby release, forever discharge and hold harmless Big Blue Sky Party Rentals & Supplies, LLC and its employees, members and/or representatives from any and all liability claims, and/or demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renter's possession, use or misuse of BBS rental equipment or items. Renter understands and acknowledges that this Release discharges BBS, from any liability or claim that the Renter may have against BBS with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renter's possession, use or misuse of any equipment or items belonging to Big Blue Sky Party Rentals & Supplies, LLC. Renter acknowledges and agrees that, to the maximum extent permitted by law, the entire risk of use of BBS equipment, items or services, remains with Renter. BBS will not be liable for any incidental, special, punitive or exemplary or consequential damages or for the cost of procuring substitute equipment or services arising out of or in connection with this agreement or from the use of or inability to use BBS Equipment, items or services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory and whether or not BBS has been informed of the possibility of such damage.

### **Indemnification**

Should legal action become necessary, Renter agrees that he/she will defend, indemnify and hold BBS, its officers, owners, employees and representatives, harmless from and against any claims of liability resulting from the use of BBS equipment or items by the Renter, Renter's Agent or Renter's Guests using the equipment or item while in the Renter's possession or delivery location or during the Rental Period including from/against any costs incurred due to claims of injury or attorney's fees and related costs or injury involving the use and return of the BBS Equipment.

### **Attorneys Fees & Costs**

In the event that any legal or arbitration proceeding is commenced for the purpose of interpreting or enforcing this Rental Agreement and Credit Card Authorization Form or to collect any amounts due, Renter agrees to pay any and all fees and attorney's fee and related expenses for all parties involved.

### **Other**

Renter expressly agrees that this Rental Agreement is intended to be as broad and inclusive as permitted by laws of the State of California and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Renter agrees that any clause or provision shall not otherwise affect the remaining provisions of this Agreement. Any errors in this agreement are subject to correction by BBS and Renter hereby agrees to re-execute any document that requires correction.

I, \_\_\_\_\_, have read, understand and accept all of the terms of this Rental Agreement and Credit Card Authorization Form. My electronic signature below is to be used in lieu of my in-person signature to accept this Agreement between myself and Big Blue Sky Party Rentals & Supplies, LLC. All of the information I have provided above is true and correct to the best of my knowledge and belief. I am not providing an unaccepted, invalid or stolen credit card to pay for this order. I agree to provide my valid government issued identification card and the credit card I have used or will use to pay for this order on Delivery Arrival or my order may be cancelled. I understand a copy of my identification card will be electronically obtained by the delivery person as proof of delivery. I will not steal, trade or exchange any items I am agreeing to rent with any items I may own or have in my possession.

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Renter E-Signature

Date Signed

**Lessor: Big Blue Sky Party Rentals & Supplies, LLC.**  
**www.bigblueskyparty.com • support@bigblueskyparty.com**  
**PO Box 29056, Los Angeles, CA 90029**

## TOTAL AMOUNT DUE

After submitting this agreement, please click the **Pay Online** button to submit your payment for this order. Please note the following information as you will need to enter your Order ID and the total amount due into the payment form.

**Order / Invoice ID:** \_\_\_\_\_

**Total Amount Due:** \_\_\_\_\_

**Thank you for your order!**