

# RENTAL AGREEMENT AND WAIVER AND RELEASE OF LIABILITY



## RENTAL AGREEMENT, WAIVER & RELEASE OF LIABILITY

The following Terms and Conditions apply to all rental equipment orders from Big Blue Sky Party Rentals & Supplies, LLC ("BBS"). By placing an order on [www.bigblueskyparty.com](http://www.bigblueskyparty.com) or accepting delivery of the items listed in your Invoice, You ("Lessee" or "Renter"), confirm you hereby freely and voluntarily agree to execute this Agreement & Release under the terms listed as following. You acknowledge that you have read, understood and agree with all of the following Terms and Conditions. You acknowledge that items and equipment are in good condition and working order and agree to return all rental items upon termination of the rental period or at the Lessors' ("Big Blue Sky Party Rentals & Supplies, LLC" or "BBS") request. There will be absolutely no refunds after agreement, acceptance or delivery of goods.

### **EQUIPMENT RENTAL TERM & AGREEMENT**

The Undersigned, as lessee, hires from Big Blue Sky Party Rentals & Supplies, LLC ("BBS") the items listed in the INVOICE (# ) for the amount stated as Balance Due. All equipment will be delivered to the address designated in the INVOICE as "Delivery Address" OR "Shipping Address". Once delivered, the items are not to be removed from the property without the express written consent of a BBS authorized agent. Lessee gives BBS representatives the right to enter the property for the delivery and pickup of all BBS equipment. All rented BBS equipment is to remain on the property and may be removed only by the Lessor any time after the termination of this Rental Agreement or due to severe weather. Any inflatable unit, patio heater or tent should not be moved once it is set up by a BBS representative at delivery. All equipment will be delivered clean and in good working order and all product specific safety rules will be reviewed with Lessee. Lessee agrees to keep all BBS rentals in the same condition as when received. If Lessee damages any rental item, lessee will pay for the repair or replacement cost at the discretion of Big Blue Sky Party Rentals & Supplies, LLC or its owner or owners. Lessee is responsible for damage to equipment or items due to abuse, misuse, or negligence. Lessee agrees to pay the charges to repair equipment damaged, destroyed, lost or stolen. Rental charges will continue beyond the specified rental term, at the daily rental rate, until equipment or items are returned to BBS or Customer pays BBS completely for any repair or replacement cost of the equipment.

### **WAIVER AND RELEASE OF LIABILITY**

Lessee does hereby release, forever discharge and hold harmless Big Blue Sky Party Rentals & Supplies, LLC and its employees, members, and representatives from any and all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Lessee's possession and use of the rental equipment or items. Lessee understands and acknowledges that this Release discharges BBS, from any liability or claim that the lessee may have against BBS with respect to any bodily injury, personal injury, illness, death or property damage that may result from Lessee's possession, use or misuse of any equipment or items belonging to Big Blue Sky Party Rentals & Supplies. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk of use of BBS equipment, items or services, remains with you. 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.

### **ASSUMPTION OF RISK**

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

### **INSURANCE**

The Lessee understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment or items under this agreement is the sole responsibility of the Lessee.

### **INDEMNIFICATION**

Lessee agrees that he/she will defend, indemnify and hold BBS, its officers, employees and representatives, harmless from and against any claims of liability resulting from the use of rented BBS equipment or items by the Lessee or any other persons using the equipment or item while in the Lessee's possession 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 Inflatable Jumper unit should legal action become necessary.

### **PAYMENT**

Lessee acknowledges payment for orders totaling \$100 or less, including the appropriate delivery fee can be paid in either cash or one of the accepted credit cards on delivery before any items are off-loaded at the delivery location. All orders \$101 or greater require a 50% nonrefundable deposit to be paid by credit card within 24 hours of order confirmation. All balances can be paid in either cash or by credit card on delivery before off-loading of any item or rental equipment.

### **SAFE OPERATION ACKNOWLEDGEMENT**

Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of BBS rental equipment or items. Lessee agrees to observe all safety precautions.

### **INFLATABLE JUMPER WARRANTY**

Lessor warrants the BBS Inflatable Jumper unit leased under this Rental Agreement will be in good working order on the effective date of this Rental Agreement. The BBS Inflatable Jumper unit is supplied and maintained subject to this warranty. This warranty is in lieu of any and all the other warranties expressed or implied, and all obligations and liabilities on the part of the Lessor for damages including but not limited to consequential damages arising out of or in connection with the use or performance of the BBS Inflatable.

## TITLE TO INFLATABLE JUMPER UNIT

The Lessee agrees to keep the BBS Inflatable Jumper unit in his/her custody and not sublease, rent, remove, or sell the BBS Inflatable Jumper unit from the delivery address. If the unit is damaged, subleased or removed from the property, the Lessee agrees to pay appropriate fees to be determined by BBS or \$1000 if the jumper unit is not returned or is damaged. If damage caused during the Lessee's possession is repairable, Lessee will pay or reimburse Lessor for all repairation costs.

## RAIN/SEVERE WEATHER POLICY

During periods of severe weather conditions, (i.e. rain, high winds, etc.), BBS reserves the right to cancel your reservation or pickup any BBS equipment that is exposed to the severe weather without refund. If rain or severe weather is forecasted, Lessee has the option of canceling the order or reservation by 9 AM on the day of the event without incurring a cancellation fee. If after being given the option of cancelling the rental at no charge, Lessee decides to keep the rental delivery or any of the equipment but BBS determines it must pick up the equipment due to weather conditions, there will be no refunds!

## TABLE & CHAIR RENTAL AGREEMENT

Lessee agrees to return the tables and chairs rented in the condition they were delivered and received. BBS agrees to deliver clean tables and chairs in working order. BBS will neatly stack the tables and/or chairs at the event location and show the Lessee the proper way to fold and unfold the chairs. Set up is Lessee or renters' responsibility. Lessee agrees to have the chairs neatly stacked at the predetermined time of pickup. If any table or chair is damaged, lost or stolen during the rental period, the renter agrees to pay \$50.00 per damaged, lost or stolen table and/or \$20.00 per damaged, lost or stolen chair. Lessee or renter must not sublease or remove BBS tables or chairs from the residence or event location to which they are delivered. The tables and chairs will be the sole responsibility of Lessee during rental.

## RENTAL EQUIPMENT PHOTOGRAPHY POLICY

Lessee acknowledges that BBS employees or representatives may photograph BBS rental equipment while under Lessee's possession at the event delivery location which may or may not be Lessee's private property. These photographs are used to document the condition of BBS rental equipment on delivery and upon pickup and/or return. These photographs may also be used online at BBS company website ([www.bigblueskyparty.com](http://www.bigblueskyparty.com)) at BBS discretion. Any elements that can or may personally identify Lessee and/or Lessee's guests will be removed from the photograph before being uploaded to the website.

## 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: Big Blue Sky Party Rentals & Supplies, LLC ("Big Blue Sky Party Rentals") knows that you care how information about you is used and shared and so we have provided you with our Privacy Policy here. 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. Therefore, any information collected during your order placement and registration is not stored by us. Please refer to our shopping cart software's privacy policy for how your information is collected and used. Their privacy policy can be provided upon request. Although we do not store the information you submit during your registration and order placement on our

servers, we do have access to view this information. We use this information to fulfill your order and to communicate with you via email 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.

## OTHER

Lessee 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. Lessee agrees that any clause or provision shall not otherwise affect the remaining provisions of this Agreement. Lessee agrees to pay all Attorney's fees and court costs incurred by enforcing this Agreement. Any errors in this agreement are subject to correction and Lessee hereby agrees to re-execute any document that requires correction.

X

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Lessee Signature

**Lessee Name:**

**Lessee Driver License #:**

**Company:**

**Date Signed:**

**Lease Term:**

**Event Date:**

**Delivery Date:**

**Return/Pickup Date:**

**Return/Pickup Time:**

**Delivery Address (Street, City, State, Zip Code):**

**Billing Address (Street, City, State, Zip Code):**

**Lessor:** Big Blue Sky Party Rentals & Supplies, LLC.  
PO BOX 29056  
Los Angeles, CA 90029  
(323) 919-4275  
[www.bigblueskyparty.com](http://www.bigblueskyparty.com)