



RENTAL AGREEMENT

Big Blue Sky Party Rentals & Supplies, LLC
www.bigblueskyparty.com

Order / Invoice ID:

Total Due:

DELIVERY DETAILS

Delivery & Return Address

Delivery Date

Return Date

Delivery Arrival Window

Return Arrival Window

RENTER BILLING DETAILS

Renter / Credit Cardholder Name (exactly as it appears on card)

Renter Phone

Business Name (only if this order is for a business event)

Credit Card Type (please check one)

Credit Cardholder Billing Address (exactly as it appears on statement)

- VISA AMEX
 MasterCard Discover

The credit card referenced here **MUST** be the same credit card you will enter into our secure payment page or the order may be cancelled.

Last 4 Digits of Card

Expiration Date

RENTERS AGENT

Do not complete this section if you - the Renter - will be personally available to accept delivery of this order.

If the Renter cannot be present on Delivery Arrival, the Renter may designate **only 1 other person** as the Renters Agent. This person cannot be changed unless authorized by BBS. The Renters Agent can be any person hired or appointed to perform a service for the Renter AND who is 18 years or older on the Delivery Date. The Renter agrees to authorize the Renters Agent to act on their behalf to accept this order on delivery and during the Rental Period only. The Renters Agent **may not** make any changes or special requests regarding this order at any time. Any and all changes must be made by the Renter per the instructions stated in Sections 3 through 8 below. **On delivery, the Renters Agent must do all of the following or the order may be cancelled without refund:**

1. Provide their valid, government issued photo ID.
2. Count all items on delivery to make sure all items in the order are present.
3. Count all items on BBS' return arrival to make sure all items in the order are being returned to BBS.
4. Sign the delivery receipt for the order.

BBS will accept a Renters Agent, ONLY IF either of the following 2 conditions are met (check all that apply):

- The Delivery & Return Address above **IS EXACTLY THE SAME** as the Billing Address.
- The Renter is affiliated with a business **AND** the Delivery & Return Address for this order is a publicly listed location or publicly listed billing address **OF THAT SPECIFIC BUSINESS.**

If neither of the above conditions for designating a Renters Agent are met, the Renter **MUST BE PERSONALLY AVAILABLE TO ACCEPT AND RETURN THE ORDER**. If the Renter is unavailable to personally receive this order, the Renter agrees that the order may be cancelled without refund.

Renters Agent Name

Renters Agent Title

Renters Agent Phone

PROFESSIONAL EVENT PLANNERS & COORDINATORS ONLY

Do not complete this section if you - the Renter - will be personally available to accept delivery of this order. Only complete this section if you have hired a professional event planner or coordinator.

If the Renter has hired a professional event planner and/or coordinator to whom they wish to give permission to act on their behalf on delivery and during the rental period, the Renter may designate (1) such person as the Event Planner or Coordinator below **ONLY IF ALL** of the following conditions are met on delivery:

1. The company of the event planner/coordinator is verifiable by active website and/or business address.
2. On delivery, the event planner or coordinator must provide their valid, government-issued photo ID.
3. The Renter must provide the following to the event planner/coordinator to give to the BBS Agent on Delivery:
 - o A black and white copy of the credit card used to pay for this order with the first 12 digits blocked by the Renters valid, government-issued photo ID. (We only need to see the last four digits of the credit card number, the print name on the credit card and that the name on the credit card matches the name on the photo ID.)
 - o On the same black and white copy, the Renter must provide a personally signed statement allowing the named wedding planner/coordinator to accept the rental order and any associated costs incurred during the rental period on their behalf.

Event Planner/Coordinator Name

Event Planner/Coordinator Phone

Business Web or Business Address

ORDER NOTES

- You may access the current Invoice for this order at any time via the 'Your Order History' link on our website.
- Your valid, government-issued photo ID and the credit card used to pay for this order is required on delivery arrival or the order will be cancelled without refund.
- Please read sections 3 - 8 for how to add or remove items and/or how to cancel or reschedule this order.
- If you would like to keep this order but cannot be present at the Delivery Address to accept the order and cannot name a Renters Agent or event planner/coordinator above, please ask a person who can be present to be the Renter for this order with a credit card issued in their name. Please remember this person will have to read and sign this agreement and be responsible for all items and any associated costs of this order.

1. DEFINITIONS

As used herein, **“BBS”** means Big Blue Sky Party Rentals & Supplies, LLC or any of its agents. **“Renter”** and **“Credit Cardholder”** means the person or company that will be responsible for the full payment of the order, all items in the order and all associated costs incurred in connection to the order. **“Rental Order”** or **“Order”** means the Order _____. **“BBS Agent”** means anyone employed by or representing BBS with BBS owners' permission, including but not limited to any delivery person(s), staff, contractors and volunteers. **“Rental Period”** means the period of time that the rental items are in the Renters possession and for which the Renter accepts full liability in any way related to the rental items or BBS services. The Rental Period begins from the time when the Renter or Renters Agent has accepted or confirmed delivery of BBS Property and ends when a BBS Agent has ultimately recovered all items in the order for return to BBS from the Renter - regardless if that time falls outside of the Delivery Arrival Window or Return Arrival Window stated above. **“Renters Guest”** means any person or group of people invited to, allowed on or present at the Delivery Address property for any reason - with or without the Renters express permission or invitation. **“Website”** means www.bigblueskyparty.com. **“Item(s)”** or **“Rental Item(s)”** or **“Equipment”** means any item and/or service in the order at anytime - whether or not they were included in the original order request - or any other BBS property that will be or has been provided to the Renter or Renters Agent by a BBS Agent. **“Delivery Truck”** means any vehicle used by BBS Agent(s) to transport BBS Property for delivery to or return from Renters or customers. **“Inflatable Item”** or **“Inflatable Unit”** means any inflatable rental item such as a bouncer, jumper, bouncy castle, bounce house, obstacle course, slide, or any item that requires the use of an electrically powered air blower.

2. PAYMENT & CREDIT CARD AUTHORIZATION

Renter agrees to pay in full the total amount due for this order immediately after signing and submitting this Rental Agreement. The total due for this order may change after the initial payment if Renter decides to add more items to the order at any time. Delivery of the item(s) and/or services in the order cannot be guaranteed unless full payment for any item(s) or service is accepted by BBS. If Renter does not submit the full payment for the order within 1 hour of submitting this Rental Agreement, this Rental Agreement will be null and void and the order will be cancelled. Renter agrees to pay the total or combined totals of the open order(s) or invoice(s) in their name or the order may be cancelled. The credit cards BBS accepts for payment are bank-issued VISA, MasterCard, Discover or American Express cards. Checks, Prepaid debit, credit or gift cards are not accepted. Any credit card used must be bank-issued to the Renter with the Renter's name printed on the card as the cardholder or if the credit card is a business credit card, the Renter must have authorization to make purchases in the business' name. Any payment receipts will be emailed to the email address provided by Renter in the original order request or the email address they enter into the payment form. The credit card used to pay for the order must be presented to a BBS Agent on Delivery Arrival along with a valid, government-issued photo identification card to verify the identity of the Renter or the order may be cancelled without refund. Renter agrees an electronic copy of the identification card and credit card authorized for this order will be taken in lieu of a physical credit card imprint. This copy will be included in the Delivery Receipt which may be emailed to the email address provided in the order request. Renter agrees to perform the obligations set forth in their cardholder agreement with their credit card issuer. Renter authorizes BBS to charge the credit card used to pay for the order - at any time - for any money owed in connection to the order. This includes but is not limited to:

- The balance, full payment or partial payment for the order.
- The cost of damages or additional charges incurred during the rental.
- The cost for items or services added to the order at Renters request anytime after the initial full payment.
- The daily rental rate per item due to Renters failure or refusal to return any BBS items as agreed.
- The replacement or repair cost of any item returned as damaged or reported lost or stolen.
- Costs incurred by BBS Agent(s) in connection to the delivery, attempted delivery, return or attempted return of any items.
- Cost for BBS to set up any items on delivery at Renters request if not paid or selected in advance.
- Cost for BBS to break down, tear down and/or stack any items on return arrival at Renters request if not paid or selected in advance.
- Cost for BBS to fold and/or stack tables and/or chairs Renter does not have ready for return at the start of the Return Arrival Window.
- Cost for items returned with damage beyond normal wear and tear - as determined by a BBS Agent - or requiring special cleaning due to use or misuse during the Rental Period.
- Cost of repairing or replacing an item that has been damaged, lost or stolen during the rental.
- Additional cost for cleaning any items returned excessively dirty and not in the same condition as when delivered.

3. CANCELLATION & NON-REFUNDABLE DEPOSIT

If Renter decides to cancel their entire order or any part of their order, any such request must be made via email to

support@bigblueskyparty.com. An amount equal to 50% of the total paid for the order will be entirely non-refundable and will serve as a deposit to reserve the order, Delivery Date, Return Date, Delivery Arrival Window and Return Arrival Window. This deposit will be retained as a cancellation fee if the Renter cancels the order or any party of the order more than 5 business days before the scheduled Delivery Date. 100% of the total amount owed and/or paid for the order is non-refundable after delivery arrival or if Renter cancels the order or part of the order within 5 business days before the scheduled delivery date. This means:

- If Renter cancels the order or part of the order - *for any reason* - MORE THAN 5 business days before the scheduled delivery date, BBS will only refund 50% of the total amount that has been paid for the order to the original payment card.
- If the Renter cancels the order or part of the order- *for any reason* - 5 business days OR LESS before the scheduled Delivery Date, BBS will not refund any amount of the total amount that has been paid for the order.

BBS reserves the right to cancel any order without refund and for any reason. BBS may also cancel any order if Renter or Renters' Agent or Renters' Guest(s) is/are hostile or combative – in any way – toward any BBS employee, agent or representative. This includes using or making derogatory or discriminatory remarks or gestures toward any BBS Agent.

4. CANCELLATION DUE TO RAIN, INCLEMENT OR SEVERE WEATHER

This policy only applies to events that are scheduled to occur outdoors without appropriate shelter and with rental items belonging to BBS that cannot or should not be used or exposed to rain, high winds (15 mph or greater), inclement or severe weather. This policy does not apply to indoor events on a day that it is raining or experiencing inclement or severe weather. This policy also does not apply to an outdoor event with BBS rental items that are able to be used or set up in the rain or during inclement or severe weather conditions as determined by BBS. If Renter intends to use any items in the order outdoors, Renter must monitor the weather forecast for the Delivery Address zip code on www.weather.gov. BBS will not monitor the weather for Renter leading up to the scheduled delivery date. Renter assumes all risks, liability and associated costs that may come with planning an outdoor event including unexpected weather events. If rain, high winds, inclement or severe weather is forecast to occur in the Delivery Address zip code with a probability of 20% or greater anytime during the start of the Delivery Arrival Window and the end of the Return Arrival Window AND the Renter has items that can only be used outdoors in their order, Renter may choose one of the following options:

- **OPTION 1** - Renter may cancel the entire order no later than 5:00 PM the day before the scheduled delivery date to receive a refund of 50% of the total amount that they have paid for the order. The renter must request this cancellation in writing via email message to support@bigblueskyparty.com no later than 5:00 PM the day before the scheduled delivery date. If the email is sent after 5:00 PM, no refund will be considered.
- **OPTION 2** - Renter may cancel delivery only of items in the order that cannot be used in the rain, high winds or during inclement or severe weather. If Renter chooses to only cancel a part of the order, Renter may receive a refund of 50% of the amount they have paid for the cancelled items only. The renter must request the cancellation of these items in writing via email message to support@bigblueskyparty.com no later than 5:00 PM the day before the scheduled delivery date. If the email is sent after 5:00 PM, no refund will be considered.
- **OPTION 3** - Renter may choose to reschedule the entire order delivery to another date at no additional cost or penalty and only if BBS is available to accommodate the order on the new date. This option cannot be guaranteed as all or some of the requested items, delivery or return arrival windows may already be booked for the new date. If BBS is unable to fully reschedule the delivery or return to another date of the Renters choosing, Renter will receive a refund of 50% of the total amount they have paid for the order. The renter must request to reschedule the order in writing via email message to support@bigblueskyparty.com no later than 5:00 PM the day before the scheduled delivery date. If the email is sent after 5:00 PM, no refund will be considered.

If Renter decides NOT to cancel the order or part of the order due to weather conditions and chooses to take their chances with the weather and go ahead with the scheduled delivery, the delivery will be attempted and/or completed and no refund will be considered. However, if BBS determines it must retrieve items that cannot or should not be used outdoors during the weather conditions present at anytime during the Rental Period, there will be no refunds from or penalty to BBS. During periods of rain, inclement or severe weather conditions - such as extreme cold or heat, snow or winds or wind gusts exceeding or expected to exceed 15 mph – BBS Agent(s) reserve the right to not deliver or set up any items that may jeopardize their safety including but not limited to canopies, tents, outdoor heaters, tables and chairs. If a BBS Agent(s) does not deliver or set up any items due to weather or safety concerns, Renter will receive a store credit equal to 50% of the amount paid for items not delivered or set up.

5. ADDING ITEMS TO A PAID ORDER

To add items to a paid order, Renter must reply to the confirmation email message - that is the email with a status update of

“PAID” - with a list of the items from the website that Renter would like to add. Renter must include their choice for any options in the items' listing or the default option will be selected for them.

- If the items Renter would like to add are available for the rental period, BBS will add them to the order and charge the additional cost to the credit card used to pay for the order.
- If the items Renter would like to add are not available for the rental period, BBS will let Renter know that as soon as possible so that Renter may make other arrangements.

6. REMOVING ITEMS FROM A PAID ORDER

To remove items from a paid order, Renter must reply to the confirmation email message - that is the email with a status update of “PAID” - with a list of the items Renter would like to remove.

- If Renter makes this request MORE THAN 5 BUSINESS DAYS before the scheduled delivery date, a 50% cancellation fee will apply and Renter will receive a refund of 50% of the cost of the cancelled items or options. However, must still meet BBS' \$100.00 subtotal minimum requirement for the remaining order items to be delivered. Any refund owed will be made to the credit card used to pay for the order and will be processed within 7 business days following order return.
- If Renter makes this request 5 BUSINESS DAYS OR LESS before the scheduled delivery date, Renter will not receive a refund for any removed items.

7. RESCHEDULING A PAID ORDER

If Renter would like to reschedule a paid order to a different date than what has been agreed upon, Renter must reply to the confirmation email message - that is the email with a status update of “PAID” - with their request MORE THAN 72 hours before the scheduled delivery date.

- If we are able to accommodate the order on a different date of Renters choosing, BBS will reschedule the entire order one time at no additional cost. Rescheduling an order more than one time will incur a \$100.00 charge.
- If we are not able to accommodate this order on a different date of Renters choosing, BBS will cancel the order and a 50% cancellation fee will apply. Renter will receive a refund for 50% of the amount paid for the order. Any refund owed will be made to the credit card used to pay for the order and will be processed within 7 business days.

8. REFUNDS & STORE CREDIT

Any refund owed to Renter will be processed within 7 business days following the originally scheduled Return Date. At its discretion, BBS may decide to offer a store credit equal to a percentage of or the total amount not refunded to Renter as a result of BBS' cancellation policy. Any store credit will expire 1 year from the date it is issued and must be used towards a future rental order request which must be submitted by the Renter on the website using the same email address as to which the store credit is sent. Renter agrees BBS may revoke any store credit issued at any time for any reason. Renter agrees that any refund or compensation to them in anyway related to the order will never exceed the total amount that they have paid for the order.

9. DAMAGE DEPOSIT

At its own discretion, BBS may pre-authorize a charge of up to 50% of the order total to the authorized credit card for the order as a Damage Deposit. The damage deposit assessed for this order and which will be withdrawn from the credit card used to pay for this order within 2 days of the scheduled delivery date is _____. The Damage Deposit may be used to cover or partially cover any damaged, unreturned, lost or stolen items during the rental. Generally but not exclusively, this deposit may be charged to an order with items valued at a high cost or with specific rental items that are susceptible to theft or exchange. This charge may be made no earlier than 2 days before the scheduled delivery date. If it is determined the Renter owes more than has been held as a Damage Deposit, Renter agrees to pay the additional charges immediately upon request via the authorized credit card, another valid credit card or in cash. Renter understands the amount held will not be available for the Renter to use for the duration of the hold. The entire amount will be released within 48 hours of order return if no damage beyond normal wear and tear is present or all items are returned in the same condition as received and as determined by an authorized BBS Agent. Renter agrees to have the funds available to be held by BBS 2 days prior to delivery. If the Damage Deposit cannot be obtained from the authorized credit card, the Renter must pay the Damage Deposit in cash on delivery before any items can be off-loaded from the delivery truck.

10. DAMAGED, LOST OR STOLEN ITEMS

Renter agrees to keep all BBS property or items in the same condition as received or incur additional fees and/or forfeit all or part of the Damage Deposit if one has been applied to the order. If any item is damaged, lost or stolen during the Rental Period, the Renter agrees to pay the full repair or replacement cost as determined by BBS. Any damage to BBS property during the Rental Period by anyone including the Renter, Renters' Agent or Renters' Guests must be reported to the BBS Agent on Return Arrival. All returns are inspected for damage and checked for missing items by a BBS Agent within 72 hours of Return. BBS will notify Renter of any damaged or missing items via telephone or email within 7 business days and will provide Renter with any images of the damages - if available. Renter agrees to pay any repair or replacement costs required for any item that has been determined - by an authorized BBS Agent - to have been damaged during the Rental Period anytime after Return Arrival. Renter is responsible for damage to BBS Items or property during the Rental Period due to abuse, use, misuse, or negligence by anyone including Renter's Guests or Renter's Agent. Rental charges per damaged, lost or stolen item will continue beyond the specified Rental Period, at the daily rental rate, until all such items are returned to BBS or completely repaired or replaced. These additional daily rental rate charges are in addition to any repair or replacement costs owed or paid by Renter. If BBS is unable to charge the credit card authorized for the order, Renter agrees to pay any repair or replacement cost within 7 business days of request by BBS with another credit card in their name.

11. ARRIVAL WINDOWS

BBS agrees to do everything reasonably possible to arrive to deliver the order at any time during the Delivery Arrival Window and to return to retrieve the items in the order at any time during the Return Arrival Window stated above. BBS makes every attempt to arrive as close to the beginning of any arrival window as possible. BBS will not willfully delay any delivery or retrieval of any order. Renter agrees BBS may arrive after the stated Arrival Windows above - without refund to the Renter or penalty to BBS - for any reason, including due to circumstances beyond BBS' control such as but not limited to excessive traffic on the delivery or return route, accidents, severe weather conditions, malfunctions or Acts of God. BBS has assigned these arrival windows on a first-come, first-served basis. Renter understands the windows have been scheduled around other fully paid orders for the same day at the time that their order request was processed. Consideration has been given to the Renters preferred Arrival Windows as stated or submitted with the original order request, the average time required to set up the items in the order and/or the Renters stated event date, event start time and event end time. All items in the order will remain the full and complete responsibility of the Renter from delivery until the items are received and loaded back onto the Delivery Truck for return by BBS Agent(s) - even if that time falls outside of the stated Delivery or Return Arrival Windows above. **Renter agrees they or their Renters Agent or Event Planner/Coordinator - if allowed by BBS - will be present and available at the Delivery Address by the beginning of any Delivery Arrival Window and Return Arrival Window to accept and sign for the delivery and/or to personally return BBS property to BBS Agent(s).** If the Renter, Renters Agent or Event Planner/Coordinator is not present and available at the Delivery Address when BBS Agent(s) arrive to deliver the order, Renter agrees the order may be cancelled without refund. If Renter is not present and available at the Delivery & Return Address when BBS Agent(s) return to retrieve the order, the order may incur additional charges. These charges will be applied because a delay at one location may cause an unnecessary delay for other Renters, vendors and events. If BBS' schedule of Deliveries and Returns or time allows, the Renter agrees to incur additional charges in lieu of order cancellation as follows:

- \$0.00 for the first 15 minutes BBS Agents(s) must wait for the Renter or Renters Agent to arrive.
- \$25.00 if BBS Agent(s) must wait 16 - 30 minutes for the Renter or Renters Agent to arrive.
- \$50.00 if BBS Agent(s) must wait 31 - 45 minutes for the Renter or Renters Agent to arrive.
- \$75.00 if BBS Agent(s) must wait 46 - 60 minutes for the Renter or Renters Agent to arrive.
- \$100.00 if BBS Agent(s) must leave to continue with their schedule of Deliveries and Returns and then return-to-deliver the order - at the Renters request - with no guarantee as to time of delivery.
- \$0.00 for the first 10 minutes BBS Agent(s) must wait on Return Arrival to load the Items onto the Delivery Truck for return to BBS due to the Items not being ready for return at the start of the Return Arrival Window as agreed.
- \$25.00 if BBS Agent(s) must wait 11 or more minutes on Return Arrival to load the Items onto the Delivery Truck for return to BBS due to the Items not being ready for return as agreed.

12. CURBSIDE DELIVERY & RETURN

The standard Delivery and Return Method for all orders delivered and retrieved by BBS is "Curbside Delivery and Return". Curbside Delivery means that BBS will drop off all items in the order at the Delivery Address to a ground level location on a flat, hard surface up to 20 ft from the Delivery truck as long as there is a flat, level and unobstructed path to the desired drop-off area. BBS will stack and/or set all items in this location for Renter to set up as they please. Curbside Return means that Renter will bring all items to the area to which they were dropped off by the start of the Return Arrival Window for a BBS Agent to pick up for return. All items will remain the full responsibility of the Renter until they are accepted by a BBS Agent to load onto the delivery

truck and should not be left unattended. Additional charges may apply for the drop-off or pick-up of items further than 20 ft from the Delivery Truck or if there is not a flat, level and unobstructed pathway wide enough to allow passage of the items to the Renters desired drop-off/pick-up area. An additional charge may apply on delivery if Renter requires BBS Agent(s) to use stair steps or an elevator to deliver and/or return to pick up any items. Neither BBS nor BBS Agent(s) shall be responsible for the cost or replacement for any damage to anything at the Delivery and Return Address property including but not limited to flooring, grass, flowers, plants, tracks or other surfaces or property on which Renter or Renters Agent requests or requires BBS Agent(s) to drive over, walk over, push items or dollies over or install Rental Items or BBS Property on. Once delivered, all BBS property is to remain at the Delivery Address property. Items may only be removed from the Delivery Address property by a BBS Agent at any time, by Renter for curbside return to a BBS Agent or by the Renter for any other reason only with express written consent of an authorized BBS Agent. Renter gives BBS Agent(s) the right to enter the Delivery Address property or Billing Address property for the delivery, pick-up, return or recovery of any and all BBS property at any time any BBS Property is present or believed to be present at the Delivery or Billing Address property. If the rental order is for a rental period scheduled to last overnight or more than 1 day, Renter agrees to provide a secure storage location for all BBS items at the Delivery Address property. Renter accepts all risks including damage to and liability relative to items or services in the order until all items are loaded onto the Delivery Truck for return by a BBS Agent(s). If additional return trips are required to recover or pick-up any and all BBS property or items for any reason, Renter agrees to a \$30.00 fee per trip.

13. FLAT, LEVEL & UNOBSTRUCTED PATHS

Renter agrees that paths with deep cracks, cobblestone, gravel, mulch or similar ground coverings are NOT considered flat, level or unobstructed. A flat, level and unobstructed path is one that is mostly smooth with no stairs, incline or slope. Additional charges may apply if Renter asks BBS Agent(s) to drop off items at a location that is not accessible via a flat, level and unobstructed path.

14. LIMITED WARRANTY

BBS warrants that the items in the order will be in good working order on delivery. All items are supplied and maintained subject solely to this warranty. BBS' sole and exclusive obligations under this warranty is limited to repair or replacement of the rental items when BBS determines that it does not conform to this warranty. BBS makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied, of any items. There is no warranty or representation that the rental items are fit for Renters intended use of the items or that they are free of latent defects. BBS shall not be responsible for any defect or failure of any item, known or unknown to BBS. BBS is not the manufacturer of the rental items or agent thereof. Renter understands that all rental items are likely not new or unused as they are rental items and the items may show signs of previous use. Renter agrees and accepts that all items are rented as is and with all faults. Renter agrees to inspect the items upon delivery arrival and/or upon set up for any signs of damage. If Renter finds any damage unknown to BBS, renter must notify a BBS Agent of the damage at that time. BBS will not consider a refund for any items reported as damaged, unclean or unusable for any reason anytime after Renter has signed the Delivery Receipt. If Renter does not notify BBS of defective, unusable, missing or incorrect rental items upon Delivery Arrival, Renter shall be deemed to have accepted the rental items in their "as is" condition and with all faults. A refund may be considered – but is not guaranteed – if the Renter reports the item to BBS along with a picture or video and description of the problem via email message to support@bigblueskyparty.com within 1 hour of Delivery Arrival. BBS will investigate the issue and will determine if any refund is reasonable. BBS will not be liable for any incidental, indirect, exemplary, contingent, special, punitive, exemplary or consequential damages or for the cost of procuring substitute equipment or services arising out of or in connection with the use or inability to use any 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. Renter agrees they will never receive any monies from BBS in excess of the total amount of any monies they have paid for the order for any reason.

15. SUBSTITUTIONS

BBS agrees to deliver all items in the order as requested and paid for unless an item becomes unavailable for any reason such as but not limited too fires, earthquakes, another customer's use or misuse, accidental damage, theft or unexpected excessive wear and tear. If an item the Renter has requested and paid for becomes unavailable or unsuitable for delivery, BBS will offer and/or deliver an appropriate substitute for the unusable item without penalty. If Renter finds this unacceptable, BBS will refund the entire rental cost of the specific unusable item(s) to the Renter without penalty. The Renter may choose to either accept the substitute offered or accept a refund for the rental cost of the unavailable item(s).

16. MALFUNCTIONS

Renter agrees to immediately cease use of any items for which they do not understand the operating instructions or for any item that develops a problem or does not function correctly or as can be reasonably expected at anytime during the rental period.

17. ITEMS PRESENT AT THE DELIVERY ADDRESS

Neither BBS nor any BBS Agent has the responsibility or obligation to perform any tasks or move any items or property that do not belong to BBS at the request of the Renter, Renters Guests or Renters Agent. IF - as a courtesy - a BBS Agent agrees to move or help move any such items or property or perform any task requested, such activity is at the Renters sole risk. Renter agrees that neither BBS nor BBS Agent(s) will be held liable for any damages arising from or in connection to the activity requested to be performed and outside of BBS Agents job description, required duties or agreed services.

18. CHAIRS & TABLES

BBS agrees to deliver any requested tables and/or chairs undamaged and in good working order. Most chairs and tables are not new as they have likely been rented before by other customers. Renter understands that tables and chairs may show signs of prior use or normal wear and tear. Renter agrees to return the tables and/or chairs rented in the same condition they were received. All chairs and tables are delivered, folded and stacked at the "Curbside" at the Delivery Address unless otherwise specified in the order. Delivery farther than curbside is available at no extra charge IF there is a flat, level and unobstructed path to the Renter's preferred drop off area on the delivery property that is at least wide enough to allow passage of the largest item in the order. Renter is responsible for properly unfolding and locking into place any folding table or chair. Set up and tear down is not included in the rental rate of the item(s). Renter may choose to pay for set up and/or tear down from the appropriate options in the items' listing or on the website. 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 by the start of the Return Arrival Window. If chairs are not folded, stacked and ready for return on Return Arrival or if Renter elects to have BBS Agents fold and stack the chairs or tables on return for them but did not pay ahead of time, a tear down fee will be applied to the order. This fee will be charged to the authorized 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 being folded and stacked 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 as determined by an authorized BBS Agent, a Cleaning Fee will be applied to the order and charged to the credit card authorized for the order. If any table or chair is damaged, lost or stolen during the Rental Period, the Renter must immediately notify BBS via email to support@bigblueskyparty.com. Renter agrees to pay \$50.00 per damaged, lost or stolen table and/or \$20.00 per damaged, lost or stolen chair. Some specialty chairs and tables will require a higher replacement cost which Renter agrees to pay as determined by an authorized BBS Agent. 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.

19. LINENS

All linens, tablecloths and chair covers are laundered and inspected for quality and acceptable cleanliness - as determined by BBS - before delivery. They are delivered clean and folded and may have natural fold/crease lines. Renter understands the linens, tablecloths and chair covers are rental items and, as such, may have been rented before and may show signs of prior use. Although unlikely, Renter agrees to check them upon delivery for any possible stains, holes, tears or rips. No refunds will be considered for possible "damage" that may be present on delivery if BBS is notified after the delivery receipt has been signed by the Renter, Renters Agent or event planner and/or coordinator or on Return Arrival. Damage (e.g. stains, burns, tears, rips, etc.) determined by BBS Agent(s) to have been caused to the tablecloths and/or chair covers during the Rental Period will be the Renters sole responsibility and will incur additional charges which may include repair, replacement or cleaning costs. These additional charges will be taken from the Damage Deposit if applied or from the credit card used to pay for this order. If these additional charges cannot be obtained from the credit card on file, Renter agrees to immediately pay these charges with another payment method that BBS finds acceptable. Set up and removal for pickup of all linens is the Renters responsibility unless selected and paid for to be done by a BBS Agent prior to delivery. Tablecloths and/or chair covers must be dry, removed and folded, ready for pickup at the agreed upon return time. If chair covers or tablecloths are moist or wet, they must first be dried to avoid mildew or mold from growing on the tablecloths and/or chair covers. Returned tablecloths and/or chair covers will be inspected and cleaned within 72 hours of return. If any irreparable damage is found prior to cleaning or stains that were not present on delivery remain after regular cleaning, the Renter will be charged an appropriate deep cleaning, repair or replacement cost. This cost will be deducted from the Damage Deposit and/or charged to the card authorized for the order. If Renter would like BBS to set-up or remove the tablecloths and/or chair covers but did not include the option in the order, Renter may elect to pay the cost in cash to the delivery person.

20. TENTS & CANOPIES

If Renter chooses to include a canopy or tent in their Rental Order, Renter does so at their own risk. BBS' canopies and tents are meant to be used as temporary structures, typically for set up and tear down the same day or longer if properly secured as

determined by BBS. BBS' tents and canopies will not withstand strong winds, rain, lightning, earthquakes, fires or other severe conditions. Renter understands BBS tents and canopies are meant to provide shade or privacy - not rain shelter. Renter is solely responsible for monitoring the weather and other conditions - especially wind and/or rain - during the Rental Period and bears all responsibility for the safety of all persons and property at the Delivery Address or vicinity who may be injured or affected by the use of the Tent, Canopy or any other Rental Item in the Order. Renter is solely responsible to use his or her best judgment to decide whether or not the tent or canopy or setup area should be evacuated due to any severe or dangerous conditions. Tents or Canopies installed in a safe manner by BBS may become unsafe due to such conditions. In the event of predicted, expected or actual severe weather conditions or events, BBS may decline - without penalty to BBS or refund to the Renter- to deliver, install, dismantle or return to pick up any Rental Item until it is safe to do so as determined by BBS. Renter must mark the exact location where the tent or canopy is to be set up prior to BBS Delivery Arrival. The intended setup location selected must be clean of trash or animal feces and clear of any vehicles, debris or obstructions by the start of the agreed upon Delivery Arrival Window. Renter will be responsible for additional charges for any delay incurred, or additional labor required, resulting from Renter's failure to prepare the installation site or BBS being required to relocate any tent or canopy which was installed according to Renter's original instructions. Most single day setups of tents or canopies will be secured with weights which can be sand or concrete filled. Stakes and tie-downs may also be used if necessary to secure the tent or canopy for the duration of the Rental Period. Renter is responsible for locating and marking any possible underground utilities or structures and for any damage that may result from BBS encountering any unmarked underground utilities or structures at the Delivery Address. Renter agrees not to allow cooking, fire or any combustible materials under or within 20 feet of the tent or canopy unless such items were included in the Rental Order and were installed by BBS. Any such cooking, fire or combustible materials included in the Rental Order are not to be moved from the locations in which they were installed by BBS. Renter agrees to have all items located under or within 10 ft of the canopy or tent removed by the start of the Return Arrival Window in order to have the tent or canopy dismantled by BBS Agents. Renter accepts full responsibility, and shall indemnify, defend and hold BBS harmless from and against any claims or damage to persons or property resulting from Renter requesting any tent or canopy to be installed and secured in any other manner than what is standard by BBS Agents. BBS is not responsible for repairing asphalt or concrete surfaces damaged in connection with any normal stake and tie down installation process.

21. OUTDOOR HEATERS

Any outdoor heater in the order MUST be delivered and set up by BBS Agent(s) in the desired area at the delivery address where it must remain for the duration of the rental. Renter agrees to pay an additional charge per heater if the path to the Renters desired setup location is not flat, level and unobstructed. Each outdoor patio heater is propane-powered and (1) 20 lb Propane Tank is included with each outdoor heater rental. BBS Agent will test each heater for proper functionality prior to delivery. At the delivery location, each heater will be set up and turned on to check for proper functionality by BBS delivery person(s) in front of the Renter. The Renter will be shown how to properly turn on, adjust and turn off the heater on delivery. High winds and wind gusts may reduce the heating diameter of the heater and may occasionally cause the heater to shut off, requiring the Renter to turn it back on. Each heater must have a 2 ft clearance from any object or structure on all sides and from the top. On delivery, the Renter will be provided with the delivery persons phone number to call or text at any time during your rental period should the Renter need any help with any heater during the rental period. There will be NO REFUNDS for any unused heaters or propane. Renter agrees to not exchange BBS propane tanks, heaters or heater parts with any propane tanks, heaters or heater parts that the renter may have in their possession.

22. INFLATABLE UNITS

Inflatable Unit	Clearance Required	Minimum Width of Flat, Level & Unobstructed Path Required to Setup Location

BBS agrees to deliver, set up and return to tear down any inflatable unit in the order if it is safe to do so as determined by any BBS Agent. All inflatable units require a ground space of flat, level, unobstructed land free from debris, rocks, sticks, branches and animal feces in order to be properly set up. Renter agrees to measure the intended setup location and make sure the inflatable unit will fit in the space. There will be no refunds if BBS arrives to set up an inflatable unit but the delivery address property does not have a clean, flat, level and unobstructed set up location available for the chosen inflatable unit. Renter agrees to make sure their intended inflatable unit setup location is clean and ready for inflatable unit set up by the start of their agreed

upon delivery arrival window. All inflatable units require a minimum vertical clearance as stated in the inflatable units listing on the website or in this agreement. This vertical clearance means the space above the inflatable unit must be free from branches, wires, cables, eaves, ceilings or other obstacles. Depending on the required number of blowers required for the inflatable unit(s) in the order, air blowers will be delivered and set up to blow air into the inflatable unit. Renter understands each air blower requires a grounded electrical outlet to work properly. Renter agrees to make sure that the outlet they intend to use to power any air blowers is on a dedicated 20 amp breaker and that no other items are plugged into the same circuit. If the power outlet is more than 6 feet away from the inflatable unit setup location, Renter agrees to have a 3-prong outdoor extension cord that is long enough to reach the outlet ready on delivery or to add one to the order. Renter agrees that BBS will not deliver or set up any inflatable unit in the order if weather conditions are or are expected to be unsafe for use of the inflatable unit anytime during the rental period. Such unsafe weather conditions include but are not limited to rain or high winds (15 mph or more). If BBS is unable to set up any inflatable unit due to unsafe weather conditions, Renter will not receive a refund for the inflatable unit and will only receive a store credit equal to the amount of the rental cost of the inflatable unit(s). If - for any reason - the inflatable item(s) is damaged during the Rental Period, Renter agrees to pay the cost to repair or replace the inflatable item(s) at BBS' discretion and at a cost to be determined by BBS. If any damage to the inflatable unit(s) is repairable - as determined by a BBS Agent - , the Renter will pay or reimburse BBS for all repair costs as well as the rental cost of the inflatable item(s) if it is booked or requested for another event but unavailable to be used until because of the damage caused during the Renters rental period. Water or other liquids are not allowed in or on the inflatable unit(s) unless they are explicitly described as "wet" units. 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, tear down or performance of the BBS inflatable item(s) are Renters full responsibility. Renter agrees to keep the BBS inflatable item(s) in his/her custody and to not sublease, rent, trade, move from the setup location, remove from the delivery location or sell the BBS inflatable item(s). If the inflatable item(s) is subleased, traded, moved from the location in which it is set up by BBS delivery person(s) or removed from the delivery property altogether, Renter agrees to pay a penalty of \$1000 and/or the cost to repair or replace the item at BBS' discretion.

INFLATABLE UNIT SAFETY RULES

Adherence to the following Inflatable Unit Safety Rules is mandatory for any Inflatable Unit included in the order whether or not the unit is listed above at the time of signing. Please make anyone who wishes to enter the unit aware of these safety rules. If you - the Renter - are not able to supervise all persons in the inflatable unit during use, you must not let anyone enter the unit. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED AT ALL TIMES THE INFLATABLE UNIT OR ITS BLOWER(S) ARE IN USE. The safety of the persons at your event is of utmost importance and Renters complete responsibility.

The total weight capacity of people that can safely enjoy the inflatable unit, slide or obstacle course at the same time is directly related to the size of the unit. The inflatable unit(s) in the order are approved for a weight capacity of:

Persons in the inflatable unit at the same time should be of similar age, weight and height. For example, adults and older children should not ride or jump with younger or small children as they may cause injury to the smaller children.

Persons under 3 years of age are not allowed in any inflatable unit unless the unit is specifically designed for their use.

Persons with mental or physical impairments are not permitted in any inflatable unit. This includes persons under the influence of drugs or alcohol.

The inflatable unit MUST BE securely anchored at all times as BBS Agent(s) set up the inflatable unit on delivery. DO NOT move the inflatable unit from where it is set up by BBS Agent(s) for any reason.

There is absolutely NO silly string, gum, candy, food, drink, water or sticky substances allowed in the inflatable unit. If upon pick-up cleaning of such prohibited items is deemed necessary, the Renter will be charged \$100 cleaning fee.

NO eyeglasses, jewelry, sharp objects, glass objects or toys are allowed in the inflatable unit as they may cause damage or injury to persons in the unit.

Absolutely NO pets or animals are allowed in the inflatable unit.

NO pulling on the nets or tipping over of the inflatable unit is allowed.

The Renter must keep people and liquids away from the blowers at all times.

Any persons with long hair should tie their hair back before entering the inflatable unit.

If weather conditions are not safe for the operation and use of the inflatable unit (e.g. rain, snow, high winds), all persons must exit the inflatable unit immediately and any blower(s) must be turned off.

All entrances and/or exits to the inflatable unit must be kept clear of obstructions at all times.

The Renter should supervise all persons in the inflatable unit for the duration of the Rental.

23. PHOTOGRAPHY RELEASE

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

24. PERMITS & CONTRACTS

Renter is solely responsible for and agrees to obtain and incur the cost of any permits, insurance, licenses and consents - if required - for installation, maintenance and use of any items or equipment at their desired event location or Delivery Address. If any required permits, licenses, insurance or consents are not obtained for any reason, Renter remains responsible for all obligations pursuant to this Agreement and will not receive any refund greater than what is owed per this Agreement. Any contract requirements imposed by the Renter or venue the Renter will use to accept delivery of the order must be provided for BBS' review and approval no less than 24 hours after order request submission.

25. INSURANCE

BBS will not provide a Certificate of Insurance for or in connection to the order, items or BBS property. Renter understands and agrees that BBS rents out items to customers to use at their own risk. If Renter wants insurance coverage or if Renter's chosen venue requires a Certificate of Insurance, Renter agrees to acquire "Special Event Insurance" - at their own expense - from their preferred insurance agency or provider (e.g. www.theeventhelper.com) and list or endorse Big Blue Sky Party Rentals & Supplies, LLC as an "Additional Insured Party" on the policy for the duration of the Rental Period. Renter understands that any insurance including for property, damage, liability, automobile, workers' compensation, health, and/or medical or disability coverage in any way related to the rental order or use of BBS items or property is the sole responsibility of the Renter.

26. FORCE MAJEURE

BBS' performance under this Agreement will be excused or may be delayed or modified without liability or penalty to BBS in the event of unforeseen circumstances such as but not limited to severe weather conditions, strikes, blockade, war, acts of terrorism, labor disputes, riots, accidents, natural disasters, failure or reduction of power or telecommunications or data networks or services, or government act, Acts of God, governmental mandates or other circumstances beyond BBS' control. Renter will remain responsible for all obligations pursuant to this Agreement and will not receive any refund greater than what is owed per this Agreement - that is no more than 50% of the total amount paid for the order if notified of any unforeseen circumstances more than 5 business days before the scheduled delivery date which may prevent Renter from receiving delivery of the order or 0% of the total amount paid for the order if notified within 5 business days before the scheduled delivery date.

27. ASSUMPTION OF RISK

Renter recognizes and understands that the use of BBS items or property may involve inherently dangerous activities. Renter will take all necessary precautions to protect all persons and property from injury or damage in connection to any item or BBS property. The Renter, Renters' Agent, Renters' Guests and/or anyone else who uses any BBS property or items during the Rental Period, does so at their own risk and at Renter's unlimited liability. Renter accepts full liability and responsibility - in any way related to the order - and thereby discharges BBS from any and all claims - brought by anyone against BBS - including but not limited to claims of injury, illness, death, or property damage to anyone or anything in any way connected to BBS property or items in the order during the Rental Period. Renter agrees to use, observe and follow all safety rules and precautions stated in this Agreement, on the website at any time or instructions emailed to the Renter as well as common sense while using or having any BBS property or items in their possession or at the event location to minimize or eliminate any chance of injury to any person or

living being or damage to any property. Renter is responsible for disseminating any safety instructions in relation to any BBS items or property to Renter's Guests. Renter is also responsible for providing proper supervision for any person using or being in the vicinity of any BBS Items or property to ensure the safety of any person, living being or property during the entire Rental Period.

28. WAIVER & RELEASE OF LIABILITY / INDEMNITY / HOLD HARMLESS AGREEMENT

Renter agrees to indemnify, defend and hold BBS and any BBS Agent harmless from and against any and all liability, claims, judgments, attorney's fees and costs, including, but not limited to, injuries except arising through the sole gross negligence or willful misconduct of BBS. Renter does hereby release, forever discharge and hold harmless BBS and/or its officers, owners, employees, members, agents 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 the delivery or retrieval of the items in the order or the Renters possession, use, misuse or inability to use BBS services, rental equipment or items at any time. Should legal action become necessary, Renter agrees to defend, indemnify and hold BBS harmless from and against any and all claims of liability including from/against any costs incurred due to claims of injury, property damage or attorney's fees and related costs or injury. Renter understands and acknowledges that this Release discharges BBS and any BBS Agent, from any and all liability or claim that the Renter or Renter's Guests or Renters Agent may have against BBS or any BBS Agent with respect to any bodily injury, personal injury, illness, death or property damage including but not limited to any damage that may result from Renters possession, use or misuse of any BBS services, items or property. Renter agrees and accepts unlimited liability for any risks or liability and financial responsibility in any way connected to the order or to the of use or rental of BBS property, equipment, items or services.

29. AGREEMENT TO DO BUSINESS ELECTRONICALLY

Renter consents to receive - through electronic means such as email, the website or the HelloSign system - order updates, notices, policies, instructions, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to them by BBS during the course of their relationship with BBS and at BBS' discretion. To reduce the chance of Renter inadvertently not receiving any notice, update or disclosure, BBS will provide all of the required updates, notices and disclosures to Renter to the same email address that was submitted with the original order request or to which is changed to at the Renters request. Renter agrees to submit any and all requests, communication, concerns or complaints they may have at any time regarding this order via email to support@bigblueskyparty.com.

30. GOVERNING LAW

Renter expressly agrees that this Rental Agreement is intended to be as broad and inclusive as permitted by the 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.

31. LEGAL FEES

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

32. SEVERABILITY

If any of the terms or conditions of this agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement and the remaining terms and conditions of this agreement shall remain in full force and effect.

33. ENTIRE AGREEMENT

This Rental Agreement contains the entire agreement between Renter and Big Blue Sky Party Rentals & Supplies, LLC. No modification of this agreement shall be effective unless in writing and executed by a BBS Agent. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect.

I, the undersigned, as Renter hire Big Blue Sky Party Rentals & Supplies, LLC to provide the rental items and/or services that I have requested from the website and found in the most recent version of the order. My electronic signature below confirms that I have read, understand and agree with all of the terms and conditions of this Rental Agreement between myself and Big Blue Sky Party Rentals & Supplies, LLC. If I am entering into this Agreement on behalf of a company, I certify that I am authorized to enter into a legally binding agreement on the company's behalf or I will be personally liable for all costs in relation to this order. I agree to execute this Rental Agreement in its entirety or incur and pay a monetary penalty to be determined by and at BBS' discretion. I also confirm that I have been made aware of and understand all policies and safety rules related to my rental. I understand that all items will remain the personal property of BBS unless

explicitly stated by BBS in the order. I guarantee the information I have provided or will provide to BBS is true and correct to the best of my knowledge and belief. I will not sublease any BBS property. I will not allow anyone to use any item in an unsafe or illegal manner. I will comply with any applicable laws which apply to the use of any item I have chosen to rent. I will not allow any person to use, operate or move any BBS Property if they are not qualified to do so or if they have not been instructed on the proper or safe usage of the item by myself or a BBS Agent. Neither I nor my agents or guests will keep, steal, trade or exchange any items I receive from BBS. If I break any guarantee or agreement I have made with BBS, I will be responsible for any cost or penalty assessed by and at BBS' discretion. I understand any errors in this Rental Agreement as determined by an authorized BBS Agent are subject to correction by BBS and I hereby agree to re-execute this Agreement if it requires correction or if requested by BBS. I understand this is a legally binding agreement. My signature below confirms I agree with all preceding statements and this entire Rental Agreement.

Renter Signature

Renter Printer Name

Date Signed

This is a legally binding document. Please DO NOT sign and submit this Rental Agreement unless you have read, understand and completely agree with all of the preceding terms and conditions.

HOW TO PAY FOR THIS ORDER

To protect your data and to prevent fraudulent or unauthorized transactions, we do not keep written record of your complete credit card number or security code. We ask that you enter this information into our secure payment page after submitting this Rental Agreement. If you do not submit the full payment for this order via the payment page within 1 hour of submitting this document, this Rental Agreement will be null and void and this order may be cancelled. If you would like to add any items to this order any time after paying the TOTAL DUE, please follow the instructions above in section 6 ("Adding Items to a Paid Order").

To pay for your order, click the **PAY ONLINE NOW** link on the page that follows after you submit this Rental Agreement. **Please note your ORDER ID and the TOTAL DUE as you will need to enter these items into the payment form.**

ORDER ID	TOTAL DUE
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