RENTAL & SALES RULES & POLICIES

1. EZ Rentalz, LLC to be referred to as the Lessor rents to the customer to be known throughout and referred to as the Lessee.
2. **CONDITION OF RENTAL**: Lessor reserves the right to refuse rental to any customer. A valid state ID or Driver License is required for any Rental. Furthermore, Lessee acknowledges that prior to accepting there rental item(s) that they have examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return or relinquish the rented item(s) to the Lessor in the same condition, except for ordinary wear and tear.
3. **DELIVERY TIMES**: Delivery and Pickup times given by the lessor are approximate and are to be treated as such. We pride ourselves on being reliable and dependable and will make every effort to deliver on time. If due to unforeseen circumstances these times cannot be achieved the Lessee agrees to completely HOLD-HARMLESS the Lessor.
4. **RENTAL TIMES AND TERMS**: Rentals are payable on merchandise until goods are returned. If rented merchandise stated heron is NOT kept for the term stated heron, the amount payable stated heron is still due according to the agreed rental period.
   • If, without the written consent of the Lessor, rental items are not returned at the termination of the agreed rental period or the rental period is extended in accordance with this paragraph, the term of the rental period shall be deemed to be extended automatically for a period equal in time to the original rental period. All other terms and conditions of the rental, including the obligation to pay rental, shall continue, and rent for the rental period as extended shall be due immediately.
5. **Recovery/Pickup**. All delivered inflatables shall be recovered no later than 8pm. Customer
6. **SIGNAGE**: Signs or banners shall **NOT** be affixed to the Tent top or walls. They may be hung from the wall rope on the side valance of the Tent or from ropes strung between Tent poles. DO NOT USE TAPE ON THE TENT TOPS OR SIDE WALLS, THIS WILL RESULT IN DAMAGE CHARGES.
7. **COOKING**: The Lessee agrees not to allow cooking, fire or any combustible material under or within 15 feet of the Tent.
8. **PAYMENT TERMS**: Down Payments/deposits are **NON-REFUNDABLE** if Lessee cancels outside cancellation period.
   • Lessee agrees to have the Total Amount of the Invoice PAID-IN-FULL no less then 48 Hours, if using cash or credit card or no less then 10 days if using a check, prior to the Event date unless otherwise agreed to in writing by the Lessor.
   • Lessee agrees that if a Check used to make payment(s) on this Invoice is returned unpaid (NSF), that the Lessee authorizes the Lessor, the Payee, to electronically debit from that specific checking account, the Check amount plus a returned check fee of $25. In the event that the monies CAN NOT be obtained from the above mentioned checking account, the Lessee further authorizes the Lessor to charge the NSF Check amount plus a returned check fee of $25 on any of the Lessee's credit card(s) that were used to make payments on this Invoice.
9. **COLLECTION COST AND REPOSSESSION**: The Lessee agrees to pay all reasonable costs, expenses and attorney's fees in any action brought to recover the rented items, collect rent, damage or replacement charges.
10. **DAMAGE AND LOST TERMS**: The Lessee agrees to pay for ANY repair costs to or loss of the Rental Item(s) listed on this contract, as an insurer, REGARDLESS of cause (including but not limited to all ACTS OF GOD, theft, vandalism, or similar perils), except for reasonable wear and tear, while Rental Item(s) is out of the possession of the Lessor. Accrued rental charges cannot be applied against the purchase or repair cost of the damaged or lost Rental Item(s).
    • Purchase cost is based on the replacement price of the rented item(s) at the time of the Rental.
    • Repair costs will be determined based on the extent of damage done to the Rental Item(s).
    • Lessee agrees that holes, rips, wax, mildew or permanent stains on linens will result in FULL linen replacement charges.
    • Lessee further agrees to not leave Rental Item(s), with the exception of Tents and Tent Side Walls, directly exposed to moisture (e.g. rain, sleet, snow, dew, etc) as this will result in damage or replacement charges.
    • Lessee agrees to pay a $50 recovery fee for any Inflatable that becomes wet during their rental, with the exception of water-related Inflatables.
    • Lessee authorizes Lessor to charge on any of the Lessee's Credit Cards or electronically debit any of the Lessee's checking account(s) that used to make payments to the Lessor, any accrued rentals charges, repair or replacement costs that were a result of the Lessee's rental of the Item(s) listed on this Invoice.
11. **NOTICE OF NON-WAIVER**: Any failure of the Lessor to insist upon strict performance by the Lessee as regards to any provision of this agreement shall not be interpreted as a waiver of the Lessor's right to demand strict compliance with all other provisions of this contract against the Lessee or any other person. The Provisions of the Contract shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
12. **LOADING AND UNLOADING**: If the Lessor's employees assist in or perform loading or unloading of Rental Item(s), the Lessee agrees to assume the risk of and hold the Lessor harmless for any property damage or personal injuries including damages or injuries attributable to the negligence of the Lessor and it employees.
13. **SITE PREPARATION**: If the Rental Item(s) are to be delivered and installed by the Lessor then the Lessee agrees to have the installation area cleared before the scheduled delivery time. Furthermore, the Lessee agrees to have their personal contents cleared out of the installation area before the scheduled pickup time. Lessee agrees to pay a standard additional charge of $50 / hour for any delay incurred, or additional labor performed by the Lessor, resulting from the Lessee's failure to prepare the installation site.
14. **NECESSARY PERMITS AND LICENSES**: Lessee agrees that prior to Lessor's installation of any Rental Items (e.g. Tents), that the Lessee has obtained all necessary consents, permits, or licenses from the appropriate government agencies, regulatory bodies, or powers-to-be at the Lessee's expense. Furthermore, the Lessee agrees to pay to the Lessor any and all government or regulatory fines that are assessed against the Lessor as a result of this rental. The Lessor will provide the Lessee a certificate of flame resistance upon request, if needed, to obtain any permit(s), licenses or consent.
15. **SUBSURFACE CONDITIONS AND UTILITIES**: Lessee agrees to contact the appropriate authorities, to obtain their authorization, at least seventy-two (72) hours before the Lessor is scheduled to install a Rental Item(s) that requires the Lessor to drive stakes or otherwise disturb the soil, and inform the Lessor of the existence of ANY UNDER-GROUND UTILITIES (e.g. PHONE LINES, GAS LINES, CABLE LINES, SEPTIC SYSTEM, etc) or conditions that may interfere with the Lessor's ability to STAKE and/or anchor Rental Item(s) that require this type of securing. IT IS THE LESSEE'S RESPONSIBILITY TO MARK or HAVE THE LOCATION OF UNDER-GROUND UTILITIES MARKED AND INFORM THE LESSOR UPON ARRIVAL AT THE JOB SITE.
    • Call 800.632.4949, and they will provide assistance with contacting the appropriate Utility companies
    • Lessee ASSUMES FULL LIABLITY in the event the Lessor's stakes and/or anchors Damage any under-ground utilities, as detailed above.
    • Lessor assumes NO liability for holes, cracks or damage to asphalt or any other surface on which a rented structure has been erected. Lessor will fill holes in asphalt surfaces using asphalt plugs at Lessee's request. Lessor makes no warranty that the asphalt will be restored to its original condition.
16. **WEATHER RELATED RISK**: Tents, Inflatables, etc are temporary structures and could possibly collapse during severe rain, snow, windstorm, or other severe weather related conditions. Lessor recommends that the Lessee's, its patrons, guests, or attendees evacuate these structures during the above conditions.
17. **NORMAL DELIVERY**: Normal Delivery of all equipment (Including but not limited to Table and Chairs) is 50ft from closest vehicle access, at ground level, unless noted otherwise on this Invoice. Lessor will NOT maneuver any equipment up or down steps, hallways or other corridors unless it is specifically noted on this Invoice and the applicable charges have been applied.
18. **INDEMNITY AGREEMENT**

    The Lessee agrees to be Liable to any person who shall receive actionable injury through or from the Lessee's Use or Possession of the Rental Item(s) and shall also hereby agree to Defend, Indemnify and Hold Harmless the Lessor and all of its Agents, Officers, Employees and Directors from any and all claims of negligence, damage to or loss of property or loss of business and/or harm associated directly or indirectly with the Lessee's, it's patrons, guests, or attendees, Use, Occupation or Possession of said Rental Item(s). The Lessee further agrees to be liable for and will pay to the Lessor all costs, expenses and reasonable attorney's fees in any action brought against the Lessor, its Agents, Officers, Employees and Directors that are a result of the Lessee's, it's patrons, guests, or attendees, Use, Occupation or Possession of said Rental Item(s).

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CUSTOMER SIGNATURE DATE

** By Signing this contact I (The Customer/Lessee) agree to the terms and conditions stated above and I agree to read and ensure that I understand the safety instructions and/or Addendums, if applicable, before using the Rented Item(s). My signature also constitutes the acceptance of the Rental Item(s). v101.8LP