

PARTY RENTAL AGREEMENT

1. 1. Parties and Rental Summary

This Party Rental Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [RENTAL COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [CUSTOMER NAME], located at [CUSTOMER ADDRESS] (the "Customer"). The Company and the Customer are referred to individually as a "Party" and together as the "Parties." The Company will rent to the Customer the equipment described in Section 2 (the "Equipment") for use at [EVENT SITE ADDRESS] (the "Site") in connection with [EVENT DESCRIPTION] on [EVENT DATE]. The on-site contact responsible for accepting delivery and directing placement is [SITE CONTACT NAME AND MOBILE NUMBER]. The Customer must be at least 18 years of age. Notices are effective when sent to [COMPANY EMAIL] and [CUSTOMER EMAIL].

2. 2. Rental Inventory and Replacement Values

The Equipment consists of the following items, each with the quantity rented and the stated replacement value used to calculate charges for loss or unrepairable damage: [ITEM ONE, QUANTITY, REPLACEMENT VALUE]; [ITEM TWO, QUANTITY, REPLACEMENT VALUE]; [ITEM THREE, QUANTITY, REPLACEMENT VALUE]; [ADDITIONAL ITEMS AS LISTED ON THE ATTACHED INVENTORY SHEET]. The attached inventory sheet is incorporated into this Agreement by reference. The Customer or the site contact will count and inspect the Equipment at delivery and sign the delivery ticket confirming quantities and condition. Any shortage, defect, or pre-existing damage must be reported to the Company within [INSPECTION WINDOW, e.g., two hours] of delivery, after which the signed count is treated as accurate. Replacement values reflect current cost to replace with comparable new equipment and are not depreciated resale values.

3. 3. Rental Period, Delivery, and Pickup

The rental period begins on delivery at [DELIVERY DATE AND TIME WINDOW] and ends on pickup at [PICKUP DATE AND TIME WINDOW]. The Customer or an authorized adult must be present at delivery to direct placement and at pickup to release the Equipment, unless the Parties agree in writing to an unattended drop. Delivery and pickup windows are estimates and may shift due to traffic, weather, or earlier jobs; the Company will notify the site contact of material changes. The Customer will make the Site accessible during both windows and will have all Equipment gathered, stacked, folded, and returned to the original delivery point before the pickup window opens. Rental rates are based on the period stated above regardless of how many hours the Equipment is actually used, and holiday or multi-day periods are priced as listed on the invoice.

4. 4. Delivery, Setup, and Takedown Services and Fees

The delivery fee is [DELIVERY FEE] each way based on [DISTANCE OR ZONE], and quoted pricing assumes a ground-level drop within [DISTANCE FROM TRUCK, e.g., 75 feet] of where the truck can legally park, with no stairs, elevators, gates, or soft terrain. Additional labor for stairs, long carries, or restricted access is billed at [LABOR RATE] per person per hour. Setup and takedown are [INCLUDED / AVAILABLE AT SETUP FEE / THE RESPONSIBILITY OF THE CUSTOMER] for the following items: [ITEMS WITH SETUP INCLUDED]. Where setup is not included, the Customer assembles and operates the Equipment according to the instructions supplied and assumes responsibility for correct assembly. If the crew arrives within the scheduled window and cannot deliver or retrieve because the Site is inaccessible, locked, occupied, or unsafe, a return trip charge of [RETURN TRIP FEE] applies.

5. 5. Site Conditions and Access Requirements

The Customer is responsible for the condition and suitability of the Site and warrants that it is reasonably level, firm, well drained, and free of obstructions, debris, low branches, and standing water. The Customer will confirm overhead and side clearances of at least [REQUIRED CLEARANCE] around any tent, canopy, or inflatable and will keep the Equipment clear of power lines, gas meters, septic fields, sprinkler heads, and pool edges. Before any stake, anchor, or auger enters the ground, the Customer will have underground utilities located and marked, including by calling 811 or the applicable state one-call service at least [UTILITY MARKING NOTICE, e.g., three business days] in advance, and will mark any private lines such as irrigation, invisible fencing, septic, or landscape lighting that the one-call service does not locate. The Customer is responsible for damage to unmarked underground utilities and for confirming that the Site allows installation at all.

6. 6. Permits, Tents, and Inflatables

The Customer is responsible for obtaining any permit, license, or approval required for the Equipment at the Site, including tent permits, fire marshal inspections, temporary structure permits, park or beach permits, amplified sound permits, and homeowner association or property owner authorization. Tents at or above [PERMIT THRESHOLD SIZE] commonly require a permit and a flame certificate, which the Company will supply on request. The Customer will provide the Company with a copy of any permit before installation. The Company may refuse to install, or may remove, any Equipment where a required permit is missing, where the fire marshal or property owner objects, or where installation would violate applicable code. Permit fees, inspection fees, and any fine assessed for an unpermitted installation are the responsibility of the Customer, and no refund is due where installation is prevented by a missing permit.

7. 7. Weather Policy and Right to Shut Down

Weather is not a basis for a refund once the Equipment has been delivered, and the Customer accepts the risk that outdoor events may be affected by conditions. For safety, tents and canopies must be evacuated and may be taken down when sustained winds reach [TENT WIND THRESHOLD, e.g., 25 miles per hour] or gusts reach [TENT GUST THRESHOLD, e.g., 40 miles per hour], and inflatables must be deflated and evacuated when winds reach [INFLATABLE WIND THRESHOLD, e.g., 15 to 20 miles per hour] or at the first sign of lightning, hail, or heavy rain. The Company and its personnel may shut down, deflate, or remove any Equipment at any time, without refund, if in their judgment conditions are unsafe, and the Customer will comply immediately and clear all occupants. The Customer will monitor forecasts and conditions throughout the rental period and is responsible for evacuating the Equipment when the Company is not on site.

8. 8. Customer Responsibility for Equipment

From delivery until pickup, the Customer has care, custody, and control of the Equipment and is responsible for it regardless of who caused the loss, including theft, vandalism, fire, weather damage, or misuse by guests. The Customer will keep the Equipment at the Site, will protect it from rain and sprinklers, will not allow it to be modified, painted, drilled, or written on, and will not permit smoking, open flame, cooking equipment, or heaters inside or under a tent unless expressly approved in writing. Linens must be shaken free of food and debris and returned dry to avoid mildew. The Customer will report any malfunction, tear, tip, or safety concern to the Company immediately at [EMERGENCY PHONE NUMBER] and will stop using the affected item. The Customer will not attempt repairs. Title to the Equipment remains with the Company at all times, and this Agreement is a rental and not a sale.

9. 9. Loss and Damage Waiver

The Customer may elect an optional loss and damage waiver of [WAIVER FEE OR PERCENTAGE OF RENTAL], which is not insurance. Where elected, the waiver reduces the responsibility of the Customer for accidental damage to Equipment occurring during normal use, subject to a deductible of [WAIVER DEDUCTIBLE] per item. The waiver does not cover theft, disappearance, or items not returned; damage from misuse, overloading, or use contrary to instructions; damage caused by failure to evacuate or secure Equipment in weather; damage from mildew, burns, ink, wax, paint, or excessive soiling; damage occurring during unauthorized transport or relocation; or loss caused by the Customer failing to protect the Equipment from foreseeable harm. If the waiver is declined, the Customer is responsible for the full repair cost or the stated replacement value, plus lost rental revenue at [DAILY RENTAL RATE] while the item is out of service. Waiver elected: [YES / NO], initialed by [CUSTOMER INITIALS].

10. 10. Cleaning, Late Return, and Repossession

Equipment must be returned in the condition delivered, ordinary wear excepted. Items returned excessively soiled, wet, greasy, or containing food waste are subject to a cleaning fee of [CLEANING FEE] per item or the actual cost of professional cleaning, whichever is greater. Grills, chafing equipment, and food service items must be scraped and wiped. Equipment not available for pickup during the scheduled window, or retained beyond the rental period without written approval, accrues a late fee of [LATE FEE] per item per day until returned, plus any cost incurred by the Company to fulfill a subsequent booking. If the Equipment is not returned or made available, the Customer authorizes the Company and its agents to enter the Site or any property where the Equipment is located, at reasonable hours and without further notice, to inspect and retrieve it, and the Customer will pay the reasonable cost of recovery.

11. 11. Prohibited Uses and Relocation of Equipment

The Customer will not sublease, lend, sell, pledge, or transfer the Equipment or allow it to be used by any person for consideration. The Equipment may not be moved from the delivery location or the Site once installed; tents, staging, dance floors, and inflatables in particular must remain exactly where the Company placed them, and any relocation by the Customer voids all safety certifications and any loss and damage waiver. The Equipment may be used only for its intended purpose and within the stated capacity, weight, and occupancy limits: [CAPACITY LIMITS, e.g., maximum riders and combined weight for inflatables, maximum load per table and stage section]. Prohibited uses include silly string, confetti, face paint, and glitter in or on inflatables; shoes, food, drink, pets, and sharp objects inside inflatables; standing on tables; and using any item as a stage, ladder, or platform unless it is rated for that use.

12. 12. Safety Instructions and Supervision

The Company will provide written and verbal operating and safety instructions at delivery, and the Customer will read them, follow them, and communicate the rules to all users and guests. Inflatables require a responsible, sober adult attendant at least [ATTENDANT AGE, e.g., 18] years of age supervising continuously whenever the unit is in use, with users grouped by size, no flips or roughhousing, no more than [MAXIMUM RIDERS] users at a time, and immediate evacuation if the blower stops or power is lost. The blower must remain plugged into a dedicated [ELECTRICAL REQUIREMENT, e.g., 20 amp grounded circuit] with cords secured against tripping, and a generator, if used, must be supplied and fueled by the Customer. The Customer will keep the area around the Equipment clear, will prohibit use by anyone under the influence of alcohol or drugs, and will stop use immediately if the Equipment appears unstable, torn, or improperly anchored.

13. 13. Payment, Security Deposit, and Cancellation

The total rental charge is [TOTAL RENTAL CHARGE], plus delivery, setup, waiver, and applicable tax. A

reservation deposit of [RESERVATION DEPOSIT] is due on booking to hold the Equipment and the date, and the balance is due [BALANCE DUE TIMING, e.g., no later than seven days before delivery]. A refundable security deposit of [SECURITY DEPOSIT] is required, or the Customer authorizes a hold of that amount on the card on file, released within [DEPOSIT RELEASE PERIOD, e.g., seven days] after the Equipment is returned and inspected. The Company may apply the deposit to unpaid charges, cleaning, late fees, damage, or recovery costs, with an itemized statement provided. Cancellation charges are: no charge with more than [TIER ONE WINDOW, e.g., 14 days] notice other than forfeiture of the reservation deposit; [TIER TWO PERCENTAGE, e.g., 50 percent] of the total between [TIER TWO WINDOW, e.g., 14 and 3 days]; and 100 percent within [FINAL WINDOW, e.g., 72 hours] of delivery or once the truck has been loaded.

14. 14. Assumption of Risk, Indemnification, and Insurance

The Customer acknowledges that use of event equipment, and inflatables in particular, involves inherent risks of injury, and accepts those risks for the Customer and for all guests and invitees. The Customer will defend, indemnify, and hold harmless the Company, its owners, and its personnel from all claims, injuries, damages, fines, and reasonable attorney fees arising from the use, misuse, placement, supervision, or condition of the Equipment while in the possession of the Customer, and from any damage to underground utilities or Site property, except to the extent caused by the gross negligence or willful misconduct of the Company. The Company is not liable for indirect or consequential damages, including lost profits or the cost of a cancelled event, and its total liability will not exceed the amounts paid under this Agreement. The Customer will maintain, or will require the property owner to maintain, general liability insurance of at least [INSURANCE LIMIT] covering the Event, and will name the Company as an additional insured on request. This Agreement is governed by the laws of the State of [GOVERNING STATE], with venue in [VENUE COUNTY AND STATE], and is the entire agreement between the Parties.

15. 15. Signatures

By signing below, the Customer confirms receipt of the safety instructions, agrees to the weather and shutdown rules, and accepts responsibility for the Equipment during the rental period. COMPANY: [RENTAL COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CUSTOMER: [CUSTOMER NAME]. Signature: _____. Printed Name: [PRINTED NAME]. Date: [DATE]. Loss and damage waiver accepted or declined: [ACCEPTED / DECLINED], initials [INITIALS]. Delivery ticket and inventory sheet attached and incorporated. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Equipment rental is regulated differently across states and municipalities, particularly for temporary structures, tent permits, amusement device inspection of inflatables, one-call utility marking duties, and the enforceability of liability waivers signed on behalf of minors. Review and adapt this document for the equipment you actually rent and the jurisdictions you serve, and consult a licensed attorney and your insurance carrier before putting it into regular use. Use of this template does not create an attorney-client relationship with ScanContract.