

Let Us Make  
Your Next Special  
Event Memorable



Weddings - Birthdays  
Celebrations  
Corporate Events

## Rental Agreement

**Terms.** This is a rental agreement only. Rental period begins on "Delivery/Pick-Up" date and ends on "Pick-Up/Return" date as shown on the signed Invoice Rental Agreement. Arena Party Rentals is under no contract with the Renter other than the signed Rental Agreement.

**Deposit/Payment.** To guarantee the availability of rental items and event date a minimum 50% security deposit of total rental charge and signed Rental Invoice Agreement is required. 25% of the deposit is non-refundable. Renter shall pay balance of the signed Rental Invoice Agreement in full prior to or at time of Renter pick-up for will-call Rentals or 48 hours in advance for delivered Rentals. All additional charges shall be paid immediately as such costs are incurred. A 3.5% credit card fee of total invoice will apply.

**Returned Checks.** \$30.00 fee will be charged on all returned checks.

**Late Fee.** Rental items not returned on or before the signed Rental Invoice Agreement date and time will be considered late and charged full rental rates based on a calendar day basis until they are returned during normal business hours.

**Cleaning Fee.** Renter agrees to return rental items clean and in the same condition as provided. Renter agrees to be liable for a minimum \$50 cleaning charge for rental items not returned clean.

**Cleaning/Damage Deposit.** A valid credit card will be required on file for any damages or cleaning fees that might incur.

**Cancellation.** A signed agreement, or lack thereof, does not relieve the Renter from personal, financial responsibility and obligation of payment for your reservation. It is implied that if a reservation is placed and a deposit has been provided for securing the reservation with the intent to take delivery of the rental items, that the Renter fully intends to take delivery of the rental items. Only upon cancellation, which all cancellation terms of this agreement apply, may the Renter relieve itself of the financial obligation and responsibility to pay in full, unless your cancellation does not meet the requirements set forth in this agreement by which 100% of the payment shall apply.

25% of the total invoice is non refundable .

Cancellations within 45 days of the event date will be charged 50% of the total invoice amount.

Cancellations within 48 hours of the Delivery/Pick Up will be charged 100% of the total invoice amount.

**Refunds.** Request for refunds must be made in writing and will be responded to promptly by management.

**Use of Rental Items.** Renter agrees and covenants to be satisfied with the instruction and condition of rental items and of the proper and safe intended use of rental items. Some rental items require training and a signed Instruction/Operation Form prior to use. Arena Party Rentals suggest that the person designated to operate such items receive the training at the time of delivery or pick-up. Arena Party Rentals will not be responsible for items that do not work properly due to untrained individuals operating the rental items. Renter agrees to immediately discontinue the use of rental items should it at anytime become unsafe or in a state of disrepair, and will immediately notify Arena Party Rentals of the facts. Arena Party Rentals agrees at our discretion to make the items operable within a reasonable time, provide a like item if available, make a like item available at another time, or adjust Rental charges. This provision does not relieve Renter from obligations of Agreement. In all events, Arena Party Rentals shall not be responsible for injury or damage resulting from failure or defect of rental items.

**Damage.** Renter assumes responsibility for any loss, theft, damage, breakage or improper use, regardless of cause for all rented items on the signed invoice agreement while in possession or control of the Renter. Renter will assume all costs of replacement or repair, including all labor costs. Damage fees vary depending on the rental item, but could be up to 10 times the rental fee. Secure all rental items from inclement weather, wind, rain, outdoor sprinklers, pools, pets or wet surfaces. Chair weight ratings of 250lb static for plastic chairs and 500lb static for resin chairs shall not be exceeded.

**Damage to Vehicles.** As a courtesy service to our Renter's, Arena Party Rentals assists in loading and unloading of rental items from your vehicle. Renter shall hold Arena Party Rentals harmless as a result of any damage, however slight, as a result of this courtesy service. Arena Party Rental employees are instructed to, under no circumstances, secure, strap or tie down rental items on a Renter's vehicle. Any damage to the vehicle or rental items as a result of poorly secured rental items is the responsibility of the Renter.

**Damage to Non-Rental Items.** Arena Party Rentals has no responsibility to move any non-rental items, if as a courtesy, Arena Party Rentals agrees to move any non-rental items, such activity is at the Renter's sole risk and Arena Party Rentals shall not be liable for any damage arising therefrom. Arena Party Rentals shall not be responsible for any damages to pool decks, patios, flooring, grass, or other surfaces on which Renter requests Arena Party Rentals to drive, walk, or set rental items on.

**Site/Access.** Renter shall be responsible to ensure event site is ready before Arena Party Rentals is scheduled to deliver or pick-up rental items; provide or obtain access to the event location and areas required to unload and load rental items; ensure all rental items will fit into venue, including door, elevators, and stairwells; coordinate the work of Arena Party Rentals with the work of others to avoid unnecessary delay in Arena Party Rentals ability to perform the services to install or remove the rental items in a timely and efficient manner; ensure a safe, clear path of ingress and egress for delivery or pick-up and, if applicable, set up, of the rental items. If Renter has any questions about the space needed for Arena Party Rentals to unload, load, or set up the rental items it is the Renter's responsibility to ask. Renter is responsible for any delays or extra costs, and Renter shall be responsible for all related cancellation fees and additional labor costs.

**Set-Up.** Arena Party Rental offers set-up of rental items for an additional 25% fee based on the total invoice amount. Take-downs are not included in this fee. If rental items are not taken down the way they were delivered, an additional 25% take-down fee will be charged.

**Delivery/Pick-up.** For will-call rental items, Renter agrees to return the rental items to Arena Party Rentals by the date and time on the signed Rental Invoice Agreement or be responsible for all pick-up charges and late fees. Renters shall inspect the rental items upon pick-up. If Renter does not notify Arena Party Rentals of defective, missing, or incorrect rental items then Renter shall be deemed to have accepted the rental items in their "as is" condition. For rental items that include Delivery/Pick-up, Renter agrees to a mutually agreed upon time to provide a relatively close and convenient accessible secure storage location unless noted otherwise on the signed Rental Invoice Agreement. Delivery/Pick-up shall be at the convenience of, and at the time designated by Arena Party Rentals. Renter agrees to pay a service charge for each extra delivery or pick-up call required. Deliveries/Pick-ups are made to ground floors only, therefore make your delivery arrangements explicit, as there may be extra charges if stairs, elevators, or long distance carrying is involved. Renter is responsible for counting and inspecting rental items upon delivery, otherwise delivery totals are considered correct. Rental items is assumed to have been received in good working condition and will be returned in the same condition. Renter will notify Arena Party Rentals immediately if rental item is defective or not working. Failure to do so will remove Renter's right to receive a refund and result in damage charges to the Renter. The charge for Delivery/Pick-ups includes 20 traveled round trip miles (10 miles each way), additional traveled miles are at \$3.00 per mile one way (for both delivery and pick-up) and \$1.00 per minute for waiting unnecessarily to deliver or pick-up.

**Late Change Fee.** Final changes to the invoice must be made no more than 5 days prior to Delivery or Pick Up. Any changes made within 5 days of Delivery or Pick Up is subject to a \$50 fee.

**Rush Fee.** Orders placed within 5 days of event are subject to a \$40 rush fee.

**Additional Charges.** In addition to other charges and cost provided herein, Renter shall pay charges in accordance with Arena Party Rental rates, then in effect for the following services: Delivery, Pick-Up, Delivery or Pick-Up from any location to other than ground level, Delivery & Pick-Up after business hours & holidays, Set-Up, packaging materials not returned, late change fees, rush fees, service calls, site planning, and preparation.

**Weather Events.** Arena Party Rentals will use commercially reasonable efforts to minimize weather related risks of any outdoor event. However, should any appropriately set-up rental items become unusable after delivery to the event due to high wind, snow, rain, flooding, extreme cold or heat, or any factor beyond Arena Party Rentals control, Renter shall still be liable for payment in full of all charges. If there is extreme weather forecasted to occur during set-up, Arena Party Rentals may decline to set-up the rental items for the safety of Arena Party Rentals employees and others.

**Hold Harmless.** Renter will take all necessary precautions regarding rental items and protect all persons and property from injury or damage while in possession or control of rental items. Renter agrees to and shall indemnify, defend, and hold harmless Arena Party Rentals, its employees, and third-party contractors hired by Arena Party Rentals from and against any and all liability, claims, losses, damages, judgements, law suits, litigation expenses, attorney fees, court costs, and causes of action, including, but not limited to, injury or death to persons and damage to property, or for any breach of contract arising out of or in connection with this Rental Agreement and the purposes for which this Rental Agreement was entered into occurring while rental items are in possession and control of the Renter, arising out of the use, maintenance, operation, possession, or rental of the items rented, including but not limited to property damage, injuries and death due to the act, omission, mistake, fault, default or negligence of Arena Party Rentals, its employees, and third-party contractors hired by Arena Party Rentals, the Renter, its agents and employees and any invitees, licenses, or guests of the Renter.

**Assumption of Risk.** Renter is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the rental items and voluntarily assumes all of the above risks. Renter hereby waives, releases, and discharges Arena Party Rentals from any and all responsibility or liability for any claim for injury or damage against Arena Party Rentals, its employees, and third-party contractors hired by Arena Party Rentals on account thereof.

**Waiver.** Under no circumstance will Arena Party Rentals be liable for any loss of profits, savings or business, or any other special, incidental, indirect, exemplary, contingent, punitive or consequential damages arising out of or in connection with this Agreement or the Services, without regard to whether Arena Party Rentals has been advised of the possibility of such damages. Arena Party Rentals performance under this Agreement will be excused or may be delayed or modified without liability in the event of severe weather conditions, strikes, labor disputes, riots, accidents, natural disasters, and other Acts of God, and governmental mandates beyond Arena Party Rentals control. In such event, Arena Party Rentals will immediately notify Renter of such conditions.

**No Warranties.** Arena Party Rentals makes no warranty or representation that rental items are free of latent defects or are fit for Renters particular intended uses. Arena Party Rentals makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. Arena Party Rentals shall not be responsible for any defect or failure unknown to Arena Party Rentals. Arena Party Rentals is not the manufacturer of the rental items or agent thereof.

**Severability.** The provider of this Rental Agreement shall be severable, so that the unenforceability, or waiver of the provisions shall not effect the remaining provisions.

**Legal Fee.** Renter will be responsible for any collection costs, collection agency costs, attorney costs, court costs, loss of possession, or any other costs incurred in collecting any charges or rental items due to Arena Party Rentals per the signed Rental Invoice Agreement.

**Permits/Licenses/Laws.** Renter is responsible, at Renters expense, for obtaining all permits, licenses, and/or consents from the appropriate government agencies. If permits, licenses, or consents are denied for any reason, Renter remains responsible for all obligations pursuant to this agreement. Renter shall not move the rental items from the address at which Renter represented they were to be used. Renter shall not use or allow anyone to use the rental items in any illegal or unsafe manner. Renter shall not allow any person to use or operate the rental items who is not qualified or who has not received and understands the Instruction/Operation Form or who does not utilize all required safety equipment. Renter shall comply with all applicable laws which apply to the use of the rental items during the Rental period.

**Insurance.** Renter shall maintain, at Renters expense, liability, property, and casualty insurance coverage in amount sufficient to fully protect Arena Party Rentals and its equipment against any and all claims, loss, or damage of whatever nature or type.

**Contracts.** Any contract requirement imposed by Renter or any Venue must be provided for Arena Party Rentals review and approval no less than 30 days in advance of the event date. It is the Renter's responsibility to timely provide any Renter or Venue non-disclosure, hold harmless, or any other agreement to Arena Party Rentals for review and approval.

**Right to Refuse Service.** Arena Party Rentals reserves the right to refuse rental & service to anyone. Arena Party Rentals is not responsible for the fees charged by any other company for your rental needs due to Arena Party Rentals refusing, denying, and/or holding orders.

It is implied that by checking the "I have read, understand, and acknowledge the Rental Invoice Agreement" box on the Rental Invoice Agreement that you have read and fully understand the terms and conditions of this Agreement. By signing the "Arena Party Rentals Invoice" you are committing and agreeing to all the terms and conditions of this Rental Agreement. If no such Agreement exists or was not signed, it is implied that your intent, coupled with the publicity

Signature & Date \_\_\_\_\_