

Backyard Party Rentals LLC Rental Agreement

1. RENTAL. _____ (Customer) agrees to rent the Rented Property for the total due on the Contract, beginning the day and hour when the Rented Property is rented out and ending the day and hour when it is due back. If Customer wants to keep the Rented Property after the time it is due back, Customer must obtain and pay for an extension from Backyard Party Rentals LLC (BPR).
2. INSPECTION. Customer agrees that Customer, will inspect all Rented Property prior to its use, and will continue to inspect it at all times prior to its return to BPR. Unless Customer gives BPR a written notice of a problem or defect with the Rented Property, Customer agrees that the Rented Property was in good condition and repair when rented, and is satisfied with and has accepted and maintained such Rented Property in good condition and repair until its return to BPR.
3. SAFETY REGULATIONS AND EQUIPMENT. Customer acknowledges receipt of BPR's instructions as to the safe operation and practices with respect to the Rented Property, and agrees that Customer, and all persons permitted to use the Rented Property by Customer, will, at a minimum, comply with such instructions and all safety provisions described in this Contract.
4. USE, STORAGE AND BREAKDOWNS. Customer agrees to safely, operate and store the Rented Property, and is the only one responsible for injury to Customer and to others for its misuse or incorrect storage. If at any time any of the Rented Property becomes unsafe, in need of repair, or if someone is injured by the Rented Property, Customer will immediately stop using it and immediately notify BPR. Customer will secure and maintain the Rented Property and the circumstances which exist at the time of any such occurrence until the incident has been fully investigated. BPR is not the manufacturer of, and gives no warranties with respect to, the Rented Property.
5. SETUP. If the Rented Property requires installation or setup, Customer agrees that the Rented Property will be installed at the address indicated on the Contract. Regardless of whether or not the Rented Property is setup by BPR, Customer agrees that it is the Customer's responsibility, at Customer's cost, to make sure that Customer has all of the necessary permits, licenses, and approvals to use the Rented Property at such location.
6. TENT INSTALLATION. Customer must notify BPR of the location of any underground utilities, septic systems, or irrigation systems before the tent is erected. Should Customer desire the tent to be assembled without or limited use of iron stakes, BPR can secure a canopy style framed tent with a weighted system employing limited to no staking. With limited staking the Customer must again notify BPR of the location of any underground utilities, septic systems, or irrigation systems before the tent is erected. Customer releases BPR from ALL liability and shall indemnify, defend and hold harmless BPR, its agents, employees, officers and assigns from and against, any and all liabilities, rental repairs or replacement, damages and injuries (including, but not limited to, body injury, illness and death), claims, penalties, suits, actions, costs and expenses (including reasonable attorneys fees and court costs), relating to or arising out of the use, condition, operation of Rented Property, regardless of where, how, and by whom operated. At all times, Customer agrees to be responsible for the safety and security of the Rented Property during the rental period and any layover period.
7. DAMAGE. Customer agrees to return the Rented Property in the same clean, good working, and undamaged condition as when rented or Customer will be charged for its cleaning and repair, and if the Rented Property is destroyed, lost, stolen, or seized, Customer agrees to pay to BPR the full replacement cost of the Rented Property (including transportation and destination charges).
8. INDEMNIFICATION. BPR is not responsible to CUSTOMER or to any other persons, and Customer agrees to indemnify and hold BYPR harmless, for all actions, claims, proceedings, injuries, damages and expenses (including reasonable legal fees and court costs) because of breakdown, defect, misuse, failure to use proper safety equipment. CUSTOMER knowingly, freely and voluntarily waives any right that CUSTOMER'S insurance company may have to bring any type of action against BPR with respect to rented property.
9. REMEDIES. CUSTOMER freely, knowingly, and voluntarily agrees that:
 - Customer assumes all risk of loss with respect to underground wires, pipes and the like, and all necessary surface repairs, from the installation/removal by BPR, of the Rented Property.
 - For all time periods that the Customer fails to return the Rented Property after it is due back to BPR, Customer agrees to pay BPR 150% of the total due as shown on the Contract
 - For all reservations, BPR requires at least 30 days advance notice if Customer wishes to cancel their reservation without penalty. Customers not providing BPR with proper notice of cancellation forfeit all money already paid to BPR by Customer for that reservation;
 - Customer authorizes BPR, as Customer's irrevocable agent, to complete and sign all charge or debit card slips for Customer's bank card for all amounts due BPR by Customer under the Contract, including cleaning charges and damage to the Rented Property and the full replacement cost of the Rented Property if lost, stolen or seized:
 - Customer agrees to pay BPR'S attorney fees and costs if Customer does not abide by this Agreement, and Customer agrees to pay interest at the rate of 1% per month on all late payments under this Agreement.
 - Customer authorizes BPR, as Customer's irrevocable agent, to complete, sign and file all claims and documents with Customer's insurance company for all of Customer's liability under this contract.

CUSTOMER _____

DATE _____

BPR _____

DATE _____