

# A1 INFLATABLE RENTALS

(540) 455-4038

LESSEE'S NAME (OR COMPANY NAME): \_\_\_\_\_ LESSEE'S MAILING ADDRESS: \_\_\_\_\_

RENTAL DATE(S) \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

EQUIPMENT RENTAL TIMES: \_\_\_\_\_ PHONE NUMBER(S): \_\_\_\_\_

RENTAL	= \$ _____	EQUIPMENT RENTED:	_____
DELIVERY	+ \$ _____		_____
MISC	+ \$ _____		_____
SBTOTL	= \$ _____		_____
TAX (____%)	+ \$ _____		_____
TOTAL	= \$ _____		_____
DEPOSIT	- \$ _____		_____
BALANCE	= \$ _____	MOTOR #(S):	_____
NEW BAL.	= \$ _____	CORD #(S):	_____

PARTY ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**DEFINITIONS:**  
LESSEE: THE PERSON, COMPANY AND/OR ENTITY LEASING THE EQUIPMENT AND THEREFORE ENTERING INTO THE RENTAL AGREEMENT WITH THE LESSOR.  
LESSOR: FOR ALL PURPOSES RELATING TO THIS RENTAL CONTRACT, AND ANY AND ALL ACCOMPANYING CONTRACTS AND/OR ADDENDUMS, THE LESSOR IS THE COMPANY AND/OR CORPORATION FROM WHICH THE LESSEE IS ENTERING INTO THE RENTAL AGREEMENT WITH..

**INSPECTION:** LESSEE ACKNOWLEDGES THAT HE/SHE HAS HAD AN OPPORTUNITY TO PERSONALLY INSPECT THE EQUIPMENT, FINDS THE EQUIPMENT IN GOOD CONDITION AND THAT IT IS SUITABLE FOR HIS/HER NEEDS. LESSEE FURTHER ACKNOWLEDGES IT IS HIS/HER DUTY TO INSPECT THE EQUIPMENT PRIOR TO USE AND NOTIFY LESSOR IMMEDIATELY OF ANY DEFECTS. LESSEE ALSO AGREES TO INSPECT THE EQUIPMENT PERIODICALLY. IF A TRAILER COUPLING MECHANISM AND SAFETY CHAIN ARE USED FOR TRANSPORTING EQUIPMENT, LESSEE FURTHER ACKNOWLEDGES HIS/HER RESPONSIBILITY TO CAREFULLY INSPECT TRAILER AND CHAIN BEFORE LEAVING THE LESSOR PREMISES AND MAINTAIN THE COUPLING AND CHAIN IN A SAFE AND SECURE CONDITION WHILE IN LESSEE'S POSSESSION.

**WARRANTIES:** THERE ARE NO WARRANTIES OF MECHANICALITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR LESSEE'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. THE LESSOR MAKES NO WARRANTY OF ANY KIND ON SAID EQUIPMENT AND THE LESSEE AGREES TO NOTIFY LESSOR IMMEDIATELY IF ANY LEASED EQUIPMENT DEVELOPS AN INDICATION OF DEFECT OR IMPROPER WORKING CONDITION. THE LESSEE AGREES TO USE SAID EQUIPMENT ENTIRELY AT HIS/HER OWN RISK, TO BE LIABLE FOR ANY DAMAGE TO PERSONS, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY RESULTING FROM THE OPERATION OR USE OF THE RENTED EQUIPMENT.

**OPERATION OF EQUIPMENT:** LESSEE AGREES THAT ALL RENTED EQUIPMENT SHALL BE USED AND OPERATED ONLY BY PERSONS COMPETENT IN ITS OPERATION. LESSEE FURTHER AGREES TO OPERATE AND MAINTAIN/SERVICE THE EQUIPMENT IN ACCORDANCE WITH INSTRUCTIONS DURING THE TIME IT IS IN HIS/HER POSSESSION, REGARDLESS OF RENTAL TIME STATED ON CONTRACT(S), AND UNDERSTANDS NEGLECT TO DO SO MAY RESULT IN AN ADDITIONAL CHARGE. LESSEE ACKNOWLEDGES HE/SHE UNDERSTANDS PROPER USE OF EQUIPMENT. LESSEE FURTHER AGREES NOT TO OPERATE THE EQUIPMENT IN A CARELESS OR NEGLIGENT MANNER.

**GENERAL TERMS AND CONDITIONS:** IT IS HEREBY AGREED THAT THE LISTED EQUIPMENT IS RENTED FROM THE LESSOR BY THE LESSEE FOR THE LESSEE'S OWN USE AND THE SAID EQUIPMENT WILL NOT BE LOANED, SUB-LET, MORTGAGED OR IN ANY OTHER MANNER DISPOSED OF BY THE LESSEE. LESSEE FURTHER AGREES TO BE LIABLE FOR ANY LOSS OF SAID EQUIPMENT BY FIRE, THEFT OR ANY OTHER CAUSES. ONCE THE EQUIPMENT HAS BEEN ACCEPTED, EITHER VERBALLY OR BY SIGNATURE, LESSOR WOULD NOT BE RESPONSIBLE FOR INCLEMENT WEATHER AND/OR ANY OTHER CONDITIONS WHICH MAY CAUSE THE DELAY AND/OR CANCELLATION OF AN EVENT. REFUNDS, CREDITS AND/OR RAINCHECKS WILL NOT BE ISSUED AFTER AN ACCEPTANCE, VERBAL, SIGNED, OR OTHERWISE. RESERVATION DEPOSITS ARE NON-REFUNDABLE UNDER ANY AND ALL CIRCUMSTANCES.

**DAMAGES:** LESSEE AGREES TO PAY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE OF LESSEE, HIS EMPLOYEES OR PERSONS TO WHOM THE EQUIPMENT IS ENTRUSTED. LESSEE FURTHER AGREES TO PAY FOR LOSS OR DAMAGE CAUSED BY THE USE OF THE EQUIPMENT IN VIOLATION OF ANY TERMS OF THIS AGREEMENT, AND/OR ANY ACCOMPANIED AGREEMENT(S) AND/OR ADDENDUMS. IF LESSEE HAS INSURANCE COVERING SUCH LOSS OR DAMAGE, LESSEE AGREES TO EXERCISE ALL RIGHTS AVAILABLE TO HIM UNDER SAID INSURANCE, TAKE ALL ACTION NECESSARY TO PROCESS SAID CLAIM, AND ASSIGN SAID CLAIM AND ANY AND ALL PROCEEDS FROM SAID INSURANCE TO LESSOR. UPON REQUEST OF LESSOR, LESSEE SHALL FURNISH THE NAME OF HIS INSURANCE AGENT, INSURANCE COMPANY AND COMPLETE INFORMATION CONCERNING COVERAGE CARRIED.

**LOCATION:** IT IS FURTHER AGREED THAT THE RENTED EQUIPMENT SHALL BE AT THE ADDRESS SPECIFIED BY THE LESSEE, WHICH ADDRESS APPEARS ON THIS RENTAL AGREEMENT. LESSEE GRANTS LESSOR THE RIGHT TO ENTER SAID PROPERTY.

**SUPERVISION AND CARE:** LESSEE AGREES TO SUPERVISE THE OPERATION, USE AND STORAGE OF THE LEASED EQUIPMENT FROM THE TIME THE EQUIPMENT IS PUT IN THE LESSEE'S POSSESSION AND/OR AGREED PREMISES UNTIL THE TIME THE LEASED EQUIPMENT IS RECOVERED FROM THE LESSEE'S POSSESSION AND/OR AGREED PREMISES. LESSEE FURTHER AGREES TO SURRENDER AND RETURN ALL OF THE EQUIPMENT LEASED AT THE TIME SPECIFIED HEREIN IN THE SAME CONDITION IN WHICH IT WAS RECEIVED, NORMAL WEAR AND TEAR EXCEPTED. IN THE EVENT LESSEE FAILS TO RETURN ALL THE EQUIPMENT IN THE AFOREMENTIONED CONDITION AND/OR AGREED RETURN TIME, LESSEE AGREES TO PAY LESSOR THE COST OF THE REPAIR OR REPLACEMENT OF ANY DAMAGED OR LOST EQUIPMENT AND/OR ANY LATE FEES TO BE DETERMINED BY THE LESSOR. LESSEE HEREBY AGREES TO SUPERVISE THE OPERATION, USE AND STORAGE OF THE LEASED EQUIPMENT CONTINUOUSLY AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY INJURIES IN WHICH MAY RESULT FROM SAID OPERATION, USE AND STORAGE.

**HOLD HARMLESS AGREEMENT:** LESSEE AGREES TO ASSUME ALL RISKS AND HOLD LESSOR HARMLESS FOR ANY PROPERTY DAMAGE CAUSED BY THE LEASED EQUIPMENT AND/OR ARISING OUT OF POSSIBLE LESSOR'S NEGLIGENCE. LESSEE FURTHER AGREES TO HOLD LESSOR HARMLESS FROM ANY CLAIMS MADE BY ANY PERSON NOT A PARTY TO THIS LEASE WHICH IN ANY WAY MAY ARISE OUT OF THE OPERATION, USE, OR STORAGE OF THE LEASED EQUIPMENT.

**INDEMNIFICATION:** LESSEE ASSUMES LIABILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST, ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DEMANDS DAMAGES, INJURIES (INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, ILLNESS AND DEATH), CLAIMS, PENALTIES, SUITS, ACTIONS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, OF WHATSOEVER KIND AND NATURE, RELATING TO OR ARISING OUT OF THE USE, CONDITION (INCLUDING, BUT NOT LIMITED TO, LATENT AND OTHER DEFECTS AND WHETHER OR NOT DISCOVERABLE BY LESSEE OR LESSOR), OPERATION, OWNERSHIP, SELECTION, DELIVERY, LEASING, OR RETURN OF THE EQUIPMENT, REGARDLESS OF WHERE, HOW, AND BY WHOM OPERATED, OR ANY FAILURE ON THE PART OF THE LESSEE TO PERFORM OR COMPLY WITH THE CONDITIONS OF THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LESSEE SHALL, AT ITS OWN COST AND EXPENSE, DEFEND LESSOR AGAINST ALL CLAIMS, SUITS OR PROCEEDINGS COMMENCED BY ANYONE IN WHICH LESSOR IS NAMED AS A PARTY FOR WHICH LESSOR IS ALLEGED TO BE LIABLE OR RESPONSIBLE AS A RESULT OF OR ARISING OUT OF THE EQUIPMENT, OR ANY ALLEGED ACT OR OMISSION BY LESSOR, AND LESSEE SHALL BE LIABLE AND RESPONSIBLE FOR ALL COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED IN THE DEFENSE AND/OR SETTLEMENT, JUDGEMENT, OR OTHER RESOLUTION THEREOF. IN THE EVENT ANY SUCH ACTION IS COMMENCED NAMING LESSOR AS A PARTY, LESSOR MAY, IN ITS SOLE DISCRETION, ELECT TO DEFEND SAID ACTION ON NITS OWN BEHALF WITH COUNSEL OF ITS CHOICE, AND LESSEE SHALL BE LIABLE FOR AND REIMBURSE LESSEE FOR ALL COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED BY LESSOR IN SUCH DEFENSE. THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED FOR SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR OTHER TERMINATION OF THE LEASE. **PURPOSE OF THIS CLAUSE:** IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT THE PURPOSE OF THIS CLAUSE IS TO COMPLETELY SHIFT THE RISK OF ALL CLAIMS RELATING TO OR ARISING OUT OF THE LEASE OF THE EQUIPMENT TO LESSEE HEREUNDER. IT IS THE INTENTION OF THE PARTIES THAT THIS CLAUSE BE INTERPRETED BROADLY AND IN FAVOR OF THE LESSOR.

**COMPLIANCE:** SHOULD THE LESSEE IN ANY WAY FAIL TO OBSERVE OR COMPLY WITH ANY PROVISION OF THIS AGREEMENT, AND/OR ACCOMPANIED AGREEMENT(S), LESSOR MAY AT ITS SOLE OPTION EXERCISE ANY AND ALL OF THE FOLLOWING REMEDIES: A) TERMINATION OF THIS AGREEMENT; B) RETAKE THE EQUIPMENT; C) DECLARE ANY OUTSTANDING RENT AND CHARGES DUE PAYABLE AND INITIATE LEGAL PROCESS TO RECOVER THE MONEYS OR D) PURSUE ANY OF THE REMEDIES AVAILABLE TO THE LESSOR (EXERCISE OF ANY REMEDY AVAILABLE TO LESSOR SHALL NOT CONSTITUTE AN ELECTION OF REMEDIES OR A WAIVER OF ANY ADDITIONAL REMEDIES TO WHICH LESSOR MAY BE ENTITLED). IF FOR ANY REASON IT BECOMES NECESSARY FOR LESSOR TO RETAKE THE EQUIPMENT, LESSOR IS AUTHORIZED TO ENTER THE PROPERTY SAID EQUIPMENT IS LOCATED AND RETAKE THE EQUIPMENT WITHOUT NOTICE OR FURTHER LEGAL PROCESS.

**BY SIGNING MY NAME ON THIS RENTAL CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, AND/OR ON BEHALF OF THE LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT ADDENDUM AND ANY AND ALL ACCOMPANIED ADDENDUM(S), CONTRACT(S) AND/OR AGREEMENT(S). I HAVE BEEN FULLY INSTRUCTED BY THE PROPER PERSONNEL AS A "TRAINED OPERATOR" FOR THE RENTED EQUIPMENT. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S), CONTRACT(S) AND/OR AGREEMENT(S).**

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_