



Party Pax Liability Disclaimer

By signing below, I understand and agree to the following terms and conditions:

- All rental merchandise and inventory remains the property of *Party Pax* and must be returned to *Party Pax* by date due.
- A security deposit is required on all rentals and will be collected at the time of rental inventory possession. It may be in the form of personal check, money order, or cashier's check and will be refunded upon return of rental inventory in satisfactory condition.
- All rentals must be paid for, in full, at the time of reservation. **All paid reservations are final sales, please make your selections carefully.** NO REFUNDS, CREDITS OR EXCHANGES, NO EXCEPTIONS. All paid rental charges will be forfeited if reservation is cancelled. *Party Pax* makes no warranties of merchantability or fitness for a particular purpose either expressed or implied.
- Customer agrees all rental items must be returned on time and in original condition to *Party Pax* or deposit will be forfeited. In addition, **rentals returned late will be charged at the full rental value per day.**
- A customer failing to return rented merchandise may be subject to theft, conversion, fraud and break of contract claims under applicable local or state laws. The Customer agrees to pay any and all court and collection costs and attorneys fees associated with late or unreturned rental items.
- Customer agrees to use all merchandise in a legal manner in accordance with all City, County, State, and Federal laws.
- Customer agrees to use character costumes for the sole purpose of non-paid entertainment to friends and family. Soliciting or accepting payment in any form for use of *Party Pax* costumes is strictly prohibited. All paid security deposits will be forfeited if *Party Pax* policies are violated.
- Customer agrees to limit the time mascots are worn and to provide full-time assistance to anyone who is wearing a *Party Pax* mascot or costume.
- Customer agrees to fully read and follow all manufacturer instructions, directions, and safety precautions and warnings for all rented items.
- Customer agrees to provide adequate and reasonable adult supervision for all children, at all times, while using or in the presence of rental items.
- Customer acknowledges that inventory may be composed partially of latex or may have been exposed to dust and/or pet dander that some individuals may be allergic to. Customer acknowledges the common and natural presence of such allergens in the environment and that a percentage of the population may have allergies thereto and accepts responsibility for any such resulting allergic reactions and related consequences and expenses.
- Customer agrees to repackaging wipe-cleaned rental merchandise and inventory items in the same manner in which they were received. Customer agrees to not pack items for return to *Party Pax* while damp or dirty.
- *Party Pax* shall incur no liability to renter for accidents, injuries, or other losses caused directly or indirectly by Customer's possession and/or use of any rental inventory.
- *Party Pax* reserves the right to refuse service to anyone for any reason and at any time.
- This rental inventory has been received in good condition and will be returned in the same condition and packaging as it was received.
- Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold *Party Pax* harmless for any and all claims, of whatsoever nature, arising out of use of the rental inventory while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to *Party Pax* for the rental.
- Customer agrees to company right to enter premises of customer at anytime to repossess said inventory.
- Customer agrees to reimburse *Party Pax* for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by *Party Pax* to enforce collection or to preserve or enforce rights under this contract.
- Customer agrees not to loan, sublet or otherwise dispose of rental inventory or use it at or transport it to any other location other than the address set forth upon the rental agreement.
- Customer agrees that all items shall be used only for the purposes and in the manner for which they were intended, and to use them at the Customer's own risk.
- Customer agrees to pay in full the replacement cost, including labor, for all damages to rental inventory.
- If the rental inventory is lost, stolen, or damaged beyond repair, the Customer agrees to pay the full replacement value of the rented items.
- THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED.

The person/s or organization renting this inventory will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement, as well as any attached policies and rental instructions, and fully understand and accept the conditions as above. I'm aware that while in my care, I am fully responsible for the inventory and will pay for any loss or damages that may occur.

Printed Name of Customer/Renter: _____ Signature of Customer/Renter: _____ Date: _____

Scheduled Pick-Up Date: _____ Scheduled Return Date: _____

Party Pack(s) Rented: _____ Additional Rental Item(s): _____

Phone Numbers: _____ Email Address: _____

Address: _____

DL# _____ LP# _____