



3600 North Duke Street, Suite 39B * Durham, NC 27704
Phone: (919) 620-6840 Fax: (919) 620-6843
Emergency Contact: (919) 201-7973

Rental Agreement

Severability

The provider of this rental contract shall be severable, so that the unenforceability or waiver of the provisions shall not effect the remaining provisions

Responsibility of Use & Disclaimer of Warranties

You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay indemnity and hold The Party Store harmless from and hereby release The Party Store from, and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from The Party Store 's negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED. [REDACTED]

Equipment Failure

You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify The Party Store of the facts. The Party Store agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events The Party Store shall not be responsible for injury or damage resulting from failure or defect of rented items. [REDACTED]

Use of Equipment

Renter agrees & covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to The Party Store you were. Renter further agrees that the items will be used only for the purpose for which it was intended and manufactured. Subleasing, loaning or improper use is prohibited. [REDACTED]

Equipment Responsibility

Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labor and shipping cost. **Renter shall pay a cleaning charge for rented items returned dirty (See Care of Equipment Section for rates).** [REDACTED]

Time of and Late Returns

Renter's right of possession terminates upon the expiration of the rental period set forth on contract. Time is of the essence in this contract. Any extension must be agreed upon by management. Renter shall return rented items to The Party Store during regular business hours, promptly upon, or prior to expiration of rental period. **If renter does not timely return, a per day rental rate will be charged until the rental item is returned.** [REDACTED]

Care of Equipment

In addition to its other obligations hereunder; Renter shall: **Pay an additional daily rent charge plus a twenty dollar (\$20) cleaning charge for items returned dirty.** Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter. [REDACTED]

Hold Harmless Agreement

Renter agrees to assume all risk, and agrees to hold The Party Store and any of its staff harmless from and against any and all claims, losses, liabilities, injury and damage, and all costs and expenses arising directly and indirectly at of or relating to; use of rented equipment. [REDACTED]

Security Deposit

Renter shall pay a security deposit. Security deposit will be returned upon inspection of rental item by staff of The Party Store, offset by any damages or other applicable fees. [REDACTED]