



# Sky Island

PARTY RENTALS

## **RENTAL AGREEMENT**

It is the responsibility of the person or organization renting equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable. Please read the following safety instructions below and ensure they are followed.

### **For the purpose of this Rental Agreement:**

Sky Island Party Rentals (SKY) shall mean the Rental Company, its owners, officers, directors, and employees; Customer(s) shall mean Customers, guests/visitors of customer, and their agents, contractors and/or employees. Rental Agreement shall mean the itemized list of items contained in the electronic estimate or invoice emailed or faxed to the Customer, who by virtue of having signed the estimate or invoice, and/or paid an advance deposit or in full, expresses his or her agreement with the contents of the Estimate or Invoice.

**In reference to leasing the rental item(s) / equipment described on the Rental Agreement, it is agreed as follows:**

### **INDEMNITY/HOLD HARMLESS**

Customer will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Customer agrees to hold Sky Island Party Rentals harmless from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including, but not limited to, injuries or death to persons and damage of property, arising out of the use, maintenance— installation, operation, possession, ownership, or rental of the items rented, despite cause.

### **ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY.**

Customer is fully aware of and acknowledges that there is a risk of injury, death, or damage arising out of the use or operation of the items contained in the Rental Agreement and hereby elects to voluntarily enter into this Agreement and assume all of the aforementioned risks.

Customer agrees to release and discharge Sky Island Party Rentals from any and all responsibility or liability from such injury, death, or damage arising out of the use or operation of the rental items. Customer further agrees to waive, release and discharge any and all claims for injury, death, or damage against Sky Island Party Rentals, which customer otherwise may be entitled to assert.

## **TABLES, CHAIRS, WEDDING DÉCOR**

Safety/Operating Instructions: Delivery excluded, the Renter is responsible to pick up and return the chairs/tables/decor to and from the Sky Island property. Proper care of the chairs/tables/decor during transportation to and from Sky Island is the sole responsibility of the Renter, and any damage that may occur during this process is the sole responsibility of the renter. If all parties agree, the chairs and tables may be picked up a day prior to the event and returned the day after the event. All assembly and disassembly of the chairs/tables/decor is the responsibility of the renter.

Care of equipment: Renter will clean all chairs/tables/decor prior to returning them to Sky Island. The renter is the person responsible for the condition and the prompt return of item(s) rented. Renter understands that the item(s) are not to be left outside or left unsecured overnight. Renter understands that if any item(s) are lost or returned broken, they will be charged for the replacement value of each broken or lost item(s)

## **ACCESS, SPACE & POWER FOR PHOTO BOOTH & CONCESSIONS**

Client will arrange for an appropriate space for the photo booth & concessions at event's venue. Required space must be level, dry and free from wind. Client is responsible for ensuring power is available for the photo booth & concessions (120V, per unit, 10 feet of desired set-up area). All electrical must adhere to contemporary safety standard. Client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions. Sufficient lighting is needed for quality of photos from photo booth. Client agrees to make sure lighting is available near photo booth.

## **POSSESSION/ TITLE.**

SKY agrees to reserve all items listed in the Rental Agreement on behalf of the Customer only after the following have been received from the customer.

- A deposit of \$50.00 specified in the Rental Agreement (or a lesser amount determined at the sole discretion of SKY)
- A signed & dated rental agreement (payment of invoice).

Customer's right to possession of the rental items:

- Is for a preset rental period. Equipment used longer than set hours will be charged for an additional rental fee.
- Begins when the rental items are in the care of the customer, or when the customer accepts and signs for the delivery of the rental items upon pick up.
- In the absence of the renter, the equipment may be signed for by an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf.
- The rental agreement terminates once SKY has regained possession of the rental equipment.
- Any extension of the agreement must be agreed upon by SKY in writing.
- Title of the rental items shall, at all times, remain with SKY.

- Customer authorizes SKY to retake possession of the rental items without notice or legal process at any time, despite whether the equipment is on private property.
- For rentals retained overnight, renter is responsible for storing equipment in a safe/secure location. Rental equipment is not to be left out without supervision.

**LEGAL FEES.**

Customer will pay all collection fees, attorney’s fees, court costs, or any other expenses required to enforce the items and conditions of this contract. Any lawsuits that may occur between SKY and their customers must be filed in Clallam County, and any litigation will be held in a Clallam County Court.

**MISCELLANEOUS.**

The Rental Agreement may be executed or delivered by fax, or other electronic means such as email or DocuSign. The Rental Agreement is valid whether properly signed by the Customer or not, so long as the Customer takes possession of the rental items. It is also valid if signed by another party signing on behalf of the Customer, in which case the signing party will sign their own name, and then print C/O (Care Of) “Ordering Party.”

**UNSAFE CONDITIONS.**

Sky Island Party Rentals reserves the right to cancel rentals due to unsafe conditions or weather. If this occurs, Customer will be liable for a minimum of 50% of the total cost specified in the Rental Agreement.

Sky Island Party Rentals is not responsible for underground utilities, and charges for time out, whether equipment is used or not. If permission is granted by the Customer to stake anything into the ground at their desired location, then it is the sole responsibility of the Customer to check for underground utilities and water mains.

**DAMAGE POLICY**

We expect to clean out the normal grass and leaves that accumulate in the inflatable from normal use and we do not charge customers for this type of cleaning. However, no foreign objects should ever be allowed in the inflatable and we will charge a \$25.00 per hour cleaning fee to remove them. These items include, but are not limited to; silly string, balloons ,liquids, beverages, food, candy, sand, rocks, paint, ink, and toys. Water should not be applied to inflatables without prior consent by SKY. If you apply water to this inflatable without prior permission, we will charge \$25.00 per hour to clean and dry the inflatable.

**A \$100.00 cleaning fee will be charged for removal and cleaning of any human or animal bi-product. This includes, blood, spit, urine, feces, vomit, or nasal mucus.**

**If, in our opinion, damage is severe enough to render the unit un-rentable and un-repairable, the customer will be responsible for the replacement of the unit (minimum \$1000.00)**

Customer is responsible for any loss or damage to rental items regardless of cause or fault, including acts of God, and SKY has 72 hours after retaking or receiving possession of rented merchandise to assess its condition and determine whether damage occurred while it was in the possession of the renter.

In such instances, Customer agrees to pay SKY for:

- All labor costs associated with repair and/or attempted repair of damaged equipment
- Replacement equipment (if necessary)
- Replacement of equipment directly related to the normal quality and functionality of the damaged equipment □

All shipping or delivery fees associated with the replacement or repair of damaged equipment.

**DAMAGE WAIVER.**

DUE TO CUSTOMER NEGLIGENCE. Broken items must be returned in their broken state or they will be considered stolen. Replacement of lost or damaged items is chargeable in addition to the damage waiver charge.

SKY may offer discounts at its sole discretion. Any violation by the customer of SKY rental contract or Terms and Conditions, including violation of payment terms, will make such discounts null and void.

**DELIVERY**

1. The cost of delivery/pick up/set up is not included in the rental price. (photo booth excluded) . All delivery and pickup charges are based on door-to-door service with normal access. Please indicate at time of reservation if unique circumstances may be encountered with delivery. Delivery location must be easily accessible. Sky Island staff will not deliver upstairs, do long distant carries, or set up equipment. Tables and Chairs need to be left in a covered area. RAIN DAMAGED equipment will result in an additional charge.

**DEPOSIT/PAYMENT POLICY**

A deposit is required at the time of rental. If you cancel at least 30 days prior to your event, the deposit is 100% refundable (minus transaction fees). If you cancel at least 10 days prior to your event, you will be refunded 50% of your deposit (minus transaction fees). Events cancelled under 10 days will result in no refund of your deposit.

Payment in full is required at the time of delivery and or pick up.

We accept CASH, VISA, MASTERCARD, or AMERICAN EXPRESS, We will require a valid credit card to be provided and kept on file in the case that additional charges are incurred.

**LOCAL RULES AND REGULATIONS.**

Any and all rules and regulations governing an event site must be provided in writing to SKY prior to the delivery of rental equipment. All fines incurred as a result of non-disclosure of such regulations are the responsibility of the customer.

Please use the space provided below to list any rules or regulations that PPR must follow during delivery, setup or removal of rental equipment as put forth by the owners or designated managers of the event location.

**CLIENT SIGNATURE & AGREEMENT OF TERMS:**

I agree to follow and use these Safety Rules and Operating Instructions at all times during the term of use and operation of the equipment. I am at least 18 years of age as of today’s date and fully consent to this agreement as it is written. I understand the risk of liability that is presenting in renting the contracted equipment from SKY ISLAND, LLC.

By signing this contract agreement, I hereby acknowledge and also certify that I have been given sufficient time to thoroughly read this document in its entirety. I fully understand all of its contents and that I execute it intelligently, freely and without any duress. I agree to be bound by its term for the services being provided by SKY ISLAND, LLC.

CLIENT PRINTED NAME: \_\_\_\_\_

**CLIENT SIGNATURE:** \_\_\_\_\_

DATE: \_\_\_\_\_

SKY ISLAND SIGNATURE: \_\_\_\_\_