

TERMS AND CONDITIONS/ FINES

Cardinal Party rentals LLC hereby rents to customers executing this agreement

the equipment list on this agreement at the
rental rate listed.

1. Charges: Customer will pay all charges due to Cardinal Party Rentals at the time of rental, including damage and deposit, in U.S currency, credit card, or other form of payment acceptable to Cardinal Party Rentals. Any deposit given will be applied to guarantee Customer's complete performance of its obligations under this agreement. Cardinal Party Rentals may charge any amounts due it against any credit card used in connection with the rental. Customer will be charged a \$100.00 fee for any check used for

payment of charges that is returned unpaid for any reason whatsoever. Customers will pay full charge for each full or partial rental day.

2. Use of equipment: The rental of equipment is made for the sole use and benefit of the customer. Cardinal Party Rentals DOES NOT provide supervision or monitoring of the use of equipment. Customer acknowledges that the rental equipment is for recreation and involves physical activity which may result in injury and shall be solely responsible for the proper supervision, monitoring and use of equipment. Customer agrees that he or she shall inspect the equipment after set up and that acceptance of use of the equipment indicates it is good, usable condition with no apparent defects. Customer acknowledges that the improper use of equipment is dangerous and may result in serious injury. Customer agrees to only use the equipment in a manner that complies with the

instructions for proper use, a copy of which has been read and received. Use of the equipment by guest, third-parties or invitees is solely at customer's discretion and is his or her complete responsibility.

3. Rental Rate: The rental rate as set forth above includes equipment, set up and break down by Cardinal Party Rentals. Once equipment is set up at the time and place set forth in agreement, customer shall not be entitled to any refund, credit, or reduction in rental price due to inclement weather or other condition which limits customer's ability to use the equipment.

4. HOLD HARMLESS PROVISION LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COST, EXPENSES, DAMAGES, AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEE ARISING BY REASON OF INJURY, DAMAGE, OR

DEATH TO PERSONS OR PROPERTY. IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO, THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OPERATION, OR RETURN OF THE EQUIPMENT. LESSEE HEREBY RELEASES AND HOLDS HARMLESS LESSOR FROM INJURIES OR DAMAGES INCURRED AS A RESULT OF THE USE OF SAID EQUIPMENT UNLESS LESSOR IS OPERATING THE EQUIPMENT AND IS DEEMED BY A COURT OF LAW TO BE NEGLIGENT IN ITS ACTIONS, LESSOR CANNOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR INJURIES AS A RESULT OF ACTS OF GOD, NATURE OR OTHER CONDITIONS BEYOND ITS CONTROL OR KNOWLEDGE.

5. Insurance: Customer acknowledges that Cadinal Party Rentals does not provide insurance to the customer to protect him against

liability or loss resulting from customer's rental of the equipment. Any such insurance must be purchased separately by the customer and is not part of this rental agreement.

6. Damage: Customer agrees that he shall inspect the equipment after set up and that acceptance of use of the equipment shall be acknowledged that the equipment is in good and usable condition with no apparent defects. Customer shall be responsible for ANY damage to the equipment which is the result of abuse, improper use, vandalism, improper supervision or monitoring. Failure to follow the instructions for proper use or other action attributable to the customer or his agent or guest. By signing this contract, lessee agrees to forego seeking any consequential damages in the event of an injury damage or loss due to lessor negligence.

7. Waiver of Warranty and Guarantee: CARDINAL PARTY RENTALS MAKES NO EXPRESS OR

IMPLIED WARRANTY OR GUARANTY AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION AS TO THE CONDITION OF THE EQUIPMENT OR THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CARDINAL PARTY RENTALS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

8. License, Permits, Fees: Customer is solely responsible for obtaining and paying any and all license, permits, fees or other approvals that may be required for customer to use the equipment at the time, location and/ or place selected by the customer.

9. Other Provisions: This agreement shall be interpreted and construed in accordance with North Carolina Law. The agreement contains the entire understanding of the parties and may not

be amended, modified, or changed, except in writing signed by all parties. When used in this agreement the term he shall include the masculine, feminine and plural pronoun. In the event one or more provisions of this agreement is held to be illegal or unenforceable the remainder of the provisions shall remain in full force effect. Cardinal Party Rentals will not be liable to customer if it is performing under this agreement by any present or future cause beyond its control, including, but not limited to, Acts of God, natural emergencies, wars, riots, fires, labor disputes, federal, state or local laws. Failure to enforce any right or duty set forth herein shall not be a waiver of such provision which shall remain enforceable at all times. Your privacy is very important to us, with that being said, by signing this agreement you're also signing an nda (non-disclosure agreement). Cardinal Party Rentals LLC will insure your

privacy with the upmost security, respect and peace in mind.

10. Maintenance Provisions: If the unit rented requires any maintenance or cleanup upon pickup the user is responsible for the cleanup fee. If the unit rented is not a wet unit and this unit gets wet in some form or fashion other than natural causes the renter is subject to a clean up fee. The maintenance fee is up to \$250.00 per unit. If unit is rented wet only water is allowed. No shampoo, dish detergent, soap, etc.. This fee will be added to the already agreed upon rental rate.

I have received safety instructions on the equipment I have rented.

SIGNED _____ DATE
