

Rental Agreement & Legal Disclaimer

1. **Rental Agreement**: In all cases M&M Party Rentals reserves the right to refuse service to anyone who does not agree to the following rental agreement and legal disclaimer. Customer takes full responsibility for equipment rented from M&M Party Rentals from date of delivery or pick-up until date of return. **No refunds are provided for unused items. Late fees apply for overdue returns.**

2. **Equipment Care**: The customer agrees to handle the equipment with care, protecting it from weather and damage. Equipment should be returned in the same condition as received.

A cleaning fee will apply for items returned unclean, unless otherwise agreed (e.g., chafing dishes, glassware, flatware, concession machines, red ropes, carpets) Note: Do not use tape of any kind on carpets as it will cause damage. Candle wax, paint, and gum will ruin the linen.

3. **Inspection & Acceptance**: The customer confirms that the equipment is in satisfactory condition and good working order upon receipt. The customer agrees to stop using any equipment if it becomes unsafe, malfunctions, or needs repairs. *(Chair weight limit: 230 lbs.)*

4. **Damage or Loss of Equipment**: **Customer agrees that in the event of loss or damage to rented equipment, the customer will reimburse M&M Party Rentals for full replacement cost** and that the rental rate shall exist until the item is returned or M&M Party Rentals is adequately and fully reimbursed.

5. **Delivery Service**: Delivery services is available on all orders. All fees are based on tailgate delivery and charged by geographical location. Additional delivery charges will occur for 2nd floor or higher delivery locations, excessive distance for loading and unloading trucks, specific delivery and pick-up times, and after hours delivery and pick-up. Delivery fees quoted may change after site inspection. **The client should be available to count all items upon delivery and pick-up, otherwise the count will be considered accurate.**

6. **Cancellation**: **If the service is canceled on the day of the event**, the full payment is non-refundable. **Cancellations made less than 48 hours** before the event will result in a 50% non-refundable charge. **If canceled more than 48 hours in advance**, there is no fee, except for special items (e.g., carpets, ropes, stanchions, linens, and drapes). For holiday orders, no changes or adjustments will be allowed after confirmation.

7. **Hold Harmless Agreement**: Customer agrees to waive and release M&M Party Rentals from all claims (including those customer's guest) for all bodily injuries (including death) or damages resulting from or arising connection with the use of equipment. Customer agrees to pay attorney fees, collecting fees, court costs or any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise enforcing the terms of this contract. **By signing below, the customer agrees to the above terms of this RENTAL AGREEMENT AND LEGAL DISCLAIMER.**

Customer Signature

Date

Received By

Date