RENTAL AGREEMENT

PartyGals Rental'S LLC
803 11th Ave NE
Rochester, MN 55906

RENTAL AGREEMENT TERMS AND CONDITIONS

This Rental Agreement ("Agreement") is entered into by and between PartyGals Rental's LLC (hereinafter referred to as the "Company") and the customer identified on this Agreement (hereinafter referred to as the "Renter")

1. RESPONSIBILITY: Renter acknowledges and agrees that they are solely responsible for the use, operation, and possession of all rented items and assumes all risks associated therewith. Renter agrees to defend, indemnify, and hold harmless PartyGals Rental's LLC, its owners, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or related to the use, operation, or possession of the rented equipment, including but not limited to claims for property damage, bodily injury, or death. To the fullest extent permitted by Minnesota law, this includes claims arising in whole or in part from alleged negligence, equipment defects, or any other cause.

However, nothing in this Agreement shall be construed to release PartyGals Rental's LLC from liability resulting from its gross negligence or willful misconduct. Renter further assumes full responsibility for all individuals who use or come into contact with the rented equipment during the rental period.

2. WARRANTIES: All rented equipment is provided "AS IS" and "WITH ALL FAULTS."
PartyGals Rental's LLC makes no warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Renter acknowledges that no representations, guarantees, or warranties have been made regarding the condition, performance, or suitability of the equipment for any specific use.

3. EQUIPMENT FAILURE: Client agrees to immediately discontinue use of any rented equipment if it becomes unsafe, defective, or in a state of disrepair. Client shall notify PartyGals Rental's LLC within one (1) hour or less upon discovery of any such condition.
Upon proper notification, PartyGals Rental's LLC, at its sole discretion, shall make reasonable efforts to:
(a) repair or restore the equipment within a reasonable timeframe;
(b) replace the equipment with a similar or comparable item, subject to availability;
(c) provide a comparable item at a later agreed-upon date; or
(d) issue a prorated adjustment or credit toward the rental fee.

Client acknowledges and agrees that PartyGals Rental's LLC shall not be held liable for any injury, damage, or loss arising from the use, misuse, or failure of rented equipment. Client assumes full responsibility for the proper and safe use of all rented items.

4. USE OF EQUIPMENT: Renter acknowledges and agrees that they have inspected the rented equipment, are satisfied with its condition, and have received sufficient instruction or possess adequate knowledge regarding its proper and safe use. Renter further acknowledges that they are familiar with the operation of the equipment or have had the opportunity to request instruction from PartyGals Rental's LLC prior to use.
Renter agrees that all rented equipment shall be used solely:
(a) at the event location specified in this Agreement; and
(b) for its intended purpose as designed and manufactured.
Subleasing, lending, misuse, alteration, or improper use of any rented equipment is strictly prohibited. Renter further agrees that they have read, understand, and will comply with all applicable instruction manuals, operating guidelines, and safety warnings associated with the rented items. Renter assumes full responsibility for ensuring that all individuals using the equipment do so in a safe and proper manner.

5. EQUIPMENT RESPONSIBILITY: Renter is responsible for all rented equipment from the time of delivery or pickup until the time of return to PartyGals Rental's LLC. Renter shall ensure the equipment is protected from damage, loss, or theft during the rental period.

6. RISK OF LOSS: Renter assumes the entire risk of loss, theft, damage, or destruction of the rented equipment from any cause whatsoever. In the event of loss, theft, or damage, Renter agrees to pay the full cost of repair or replacement, including labor, parts, cleaning, and any associated fees as determined by PartyGals Rental's LLC.

7. TIME OF RETURN: Renter's right of possession terminates upon expiration of the rental period stated in this Agreement. Time is of the essence. Any extension of the rental period must be approved in writing by PartyGals Rental's LLC.

8. LATE RETURNS: RENTER AGREES TO RETURN ALL RENTED ITEMS PROMPTLY AT OR BEFORE THE END OF THE RENTAL PERIOD. IF ITEMS ARE NOT RETURNED ON TIME, ADDITIONAL RENTAL CHARGES WILL ACCRUE AT THE APPLICABLE DAILY RATE UNTIL THE EQUIPMENT IS RETURNED. PARTYGALS RENTAL'S LLC RESERVES THE RIGHT TO CHARGE LATE FEES AND/OR RETRIEVE THE EQUIPMENT AT RENTER'S EXPENSE.

8. LATE RETURNS: Renter agrees to return all rented items promptly at or before the end of the rental period. If items are not returned on time, additional rental charges will accrue at the applicable daily rate until the equipment is returned. PartyGals Rental's LLC reserves the right to charge late fees and/or retrieve the equipment at Renter's expense.

9. PAYMENT: All rental charges are due in advance unless otherwise agreed in writing. Renter agrees to pay any additional charges incurred, including but not limited to damages, late fees, cleaning fees, or extended rental charges, immediately upon notification. No equipment will be delivered or released until payment is made in full.

10. COLLECTIONS AND FEES: Renter agrees to pay all reasonable collection costs, including court costs and attorney's fees, incurred by PartyGals Rental's LLC in enforcing this Agreement.
Any unpaid balance not paid within ten (10) days of the due date may, at the Company's discretion:

- Accrue additional daily rental charges
- Be subject to a $20 monthly service fee on past-due balances

Renter agrees not to dispute or initiate chargebacks for valid charges under this Agreement. Any wrongful chargebacks will be treated as non-payment and subject to collections.

11. DEPOSIT: A non-refundable deposit of 50% of the total rental amount is required at the time of booking to secure the reservation. The deposit will be applied toward the total balance. Remaining balance is due prior to delivery or event date unless otherwise agreed in writing.

12. **ADDITIONAL CHARGES:** Renter agrees to pay additional fees, where applicable, including but not limited to:

- Delivery and/or pickup requiring stairs, long distances, or non-level ground
- Setup and breakdown services (tables, chairs, etc.)
- After-hours delivery or pickup (including evenings, weekends, or holidays)
- Missing or non-returned packaging materials
- Service calls due to misuse or issues not caused by the Company
- Site preparation or special access requirements

All additional charges will be based on current rates set by PartyGals Rental's LLC.

13. D**ELIVERY & PICKUP:** Renter agrees to:

- Clean and properly repack all rented items in their original condition and packaging
- Ensure all items are accessible at the agreed-upon pickup time and location

Delivery and pickup times are scheduled at the discretion of PartyGals Rental's LLC.
If items are not ready, accessible, or properly packaged at pickup time, additional fees may apply.

15. D**ELIVERY, PICKUP & ADDITIONAL SERVICE FEES:** Renter agrees to be present or have authorized personnel available at the scheduled delivery and pickup times to provide access and assist as needed.

Standard delivery hours are between 6:00 AM and 1:00 PM. Delivery or pickup outside of these hours may be accommodated upon request and is subject to an additional fee of $150.
If additional delivery or pickup attempts are required due to inaccessibility, delay, or failure of Renter to have items ready, PartyGals Rental's LLC reserves the right to charge additional service fees.

16. **Special Delivery Times:** Renter may request delivery or pickup outside of standard operating hours (6:00 AM – 1:00 PM), subject to availability and prior approval by PartyGals Rental's LLC. All approved special delivery or pickup requests will incur an additional fee of $150. Our team is committed to providing exceptional service. Should you have any special requests or requirements, please do not hesitate to contact us, and we will do our best to accommodate your needs.

17. CARE OF EQUIPMENT: In addition to all other obligations under this Agreement, Renter agrees to properly care for and safeguard all rented equipment while in their possession.
Renter shall:

- Protect all items from weather exposure, including rain, wind, and extreme temperatures
- Prevent damage, breakage, misuse, or unauthorized use
- Secure all equipment against theft or loss
- Ensure equipment is used only by responsible and competent individuals

Renter shall not permit the equipment to be altered, modified, or used in any manner inconsistent with its intended purpose.

18. I**NSURANCE:** Renter agrees to maintain, at their own expense, adequate liability, property, and casualty insurance coverage sufficient to protect PartyGals Rental's LLC and its equipment against any and all claims, losses, damages, or liabilities arising from or related to the use, operation, or possession of the rented equipment.

Upon request, Renter shall provide proof of such insurance coverage to PartyGals Rental's LLC prior to delivery or use of the equipment. In the event of any loss or damage, Renter agrees to:

- Promptly notify their insurance carrier
- Fully cooperate with PartyGals Rental's LLC in the investigation and claims process
- Assign or direct any applicable insurance proceeds to PartyGals Rental's LLC to cover repair or replacement costs

Renter acknowledges that failure to maintain adequate insurance does not relieve them of financial responsibility for any loss, damage, or liability under this Agreement.

19. S**ITE PREPARATION**: The renter agrees to have the site cleaned and ready for delivery and installation or dismantled for pickup of the equipment and also agrees to pay any additional charges for any delay incurred along with any labor charges resulting from the renter's failure to do so.

19. P**ERMITS & LICENSES**: The renter agrees, prior to any installation of rental equipment, including tents, to obtain, at the renter's expense, any and all necessary permits, licenses, and other consents.

SUBSURFACE CONDITIONS: Renter agrees to identify and mark all underground utilities, including but not limited to sprinkler systems, water lines, gas lines, and electrical lines, prior to delivery or installation of any rented equipment. Renter further agrees to notify PartyGals Rental's LLC of any subsurface conditions that may affect installation. Renter shall be responsible for any costs, damages, or delays resulting from:

- Failure to properly identify or disclose underground utilities
- Inaccurate or incomplete information provided to the Company

PartyGals Rental's LLC shall not be responsible for any damage to underground sprinkler systems, utilities, or property during installation.
Providing a sprinkler or utility layout does not guarantee avoidance of damage.

HOLD HARMLESS AGREEMENT: Renter assumes all risks associated with the delivery, setup, use, and removal of rented equipment.
Renter agrees to defend, indemnify, and hold harmless PartyGals Rental's LLC, its owners, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including attorney's fees) arising out of or related to:

- Delivery, loading, unloading, installation, or dismantling of equipment
- Contact with underground utilities, pipes, or property conditions
- Any required surface or property repairs
- Use or operation of rented equipment, including but not limited to inflatables, dunk tanks, and interactive items
- Injury, death, or property damage occurring during the rental period

DAMAGE WAIVER: IIf Renter elects to purchase a damage waiver (if offered), PartyGals Rental's LLC agrees to waive certain charges for accidental damage to rented equipment, subject to the limitations below.
The damage waiver DOES NOT COVER:

- Theft or disappearance
- Misuse, abuse, or improper use
- Intentional damage
- Negligence or failure to properly care for equipment
- Loss due to unauthorized use

The damage waiver is optional and does not relieve Renter of responsibility for excluded damages.

Pop-Up Tent Rental Agreement- Purpose of Pop-Up Tents
Renter acknowledges that pop-up tents provided by PartyGals Rental's LLC are intended for shade purposes only.
Weather Limitations
Pop-up tents are not designed or guaranteed to withstand:

- Heavy rain
- Strong winds
- Severe or inclement weather conditions

Renter agrees not to rely on pop-up tents for weather protection and acknowledges that use during adverse conditions is at their own risk. Assumption of Risk Renter agrees to monitor weather conditions and use sound judgment when setting up and using the tents. PartyGals Rental's LLC shall not be liable for any injury, damage, or loss resulting from weather-related use or misuse of tents.

Limitations and Conditions: Renter acknowledges and agrees that pop-up tents are not designed or intended for use in heavy rain, strong winds, or severe weather conditions.
While the tents may provide limited protection in mild weather, they are not guaranteed to provide shelter from rain or wind, and should not be relied upon for such purposes.
Renter agrees to monitor weather conditions and exercise reasonable judgment when using the equipment. Use of pop-up tents during inclement weather is done entirely at Renter's own risk.
PartyGals Rental's LLC shall not be liable for any injury, damage, or loss resulting from weather-related use or misuse of the tents.

22. USE OF EQUIPMENT & RESPONSIBILITY: Renter acknowledges and agrees that they have inspected the rented equipment, are satisfied with its condition, and have received sufficient instruction or possess adequate knowledge regarding its proper and safe use. Renter further acknowledges that they have had the opportunity to request instruction from PartyGals Rental's LLC prior to use.
All rented equipment shall be used solely:

- At the event location specified in this Agreement
- For its intended purpose as designed and manufactured

Subleasing, lending, misuse, or improper use of any rented equipment is strictly prohibited.
Renter agrees that they have read, understand, and will comply with all applicable instruction manuals, operating guidelines, and safety warnings associated with the rented items. Renter assumes full responsibility for ensuring that all individuals using the equipment do so safely and properly.

EQUIPMENT RESPONSIBILITY & RISK OF LOSS
Renter is responsible for all rented equipment from the time of delivery or pickup until it is returned to PartyGals Rental's LLC.
Renter assumes the entire risk of loss, theft, damage, or destruction of the rented items from any cause whatsoever.
In the event of loss, theft, or damage, Renter agrees to pay the full cost of repair or replacement, including labor, materials, and any associated fees as determined by PartyGals Rental's LLC

TIME OF RETURN, LATE RETURNS & PAYMENT

Renter's right of possession terminates upon expiration of the rental period stated in this Agreement. **Time is of the essence.** Any extension of the rental period must be approved in writing by **PartyGals Rental's LLC**.

Renter agrees to return all rented items to **PartyGals Rental's LLC** during regular business hours, on or before the end of the rental period. If items are not returned on time, additional rental charges will continue to accrue at the applicable daily rate until the equipment is returned.

All rental charges are due in advance unless otherwise agreed in writing. Renter agrees to pay any additional charges incurred, including but not limited to late fees, damage fees, cleaning fees, or extended rental charges, immediately upon notification.

COLLECTIONS, FEES & PAST-DUE ACCOUNTS

Renter agrees to pay all reasonable costs of collection incurred by **PartyGals Rental's LLC**, including court costs and attorney's fees, in the event of non-payment.

Any unpaid balance not paid within ten (10) days of the due date may, at the Company's discretion:

- Be recalculated at the applicable daily rental rate
- Be subject to a **$20 monthly service charge** on past-due balances

24. DEPOSIT & CANCELLATION POLICY

A **non-refundable deposit of 50%** of the total rental amount is required at the time of reservation to secure the booking, unless otherwise agreed in writing by **PartyGals Rental's LLC**. The deposit amount is calculated based on the full rental order, including delivery and pickup charges.

In the event of cancellation:

- The deposit is **non-refundable and will be forfeited** under all circumstances
- If no deposit was collected but Renter agreed to this Agreement, Renter remains responsible for a **25% cancellation fee** of the total rental amount
- Cancellations made within **five (5) days** of the scheduled event date will result in a charge of **50% of the total rental order** as a cancellation/restocking fee

No refunds will be issued for cancellations made within five (5) days of the scheduled event date.

Additional Charges
The renter shall pay charges based on (Insert Your Business Here) rates for the following services, in addition to other charges and costs provided in the agreement:
Delivery and/or pickup to a location other than level ground.
Set up of tables and chairs.
Delivery and pickup after business hours, Saturdays, Sundays, and holidays.
Packaging materials not returned.
Service calls.
Site survey and preparation.

Delivery & Pickup
The renter is responsible for cleaning and repackaging the rented items in their original packaging.
If (Insert Your Business Here) agrees to pick up the items, the renter shall make them available for pick up at a mutually agreed and conveniently accessible location.
Delivery and pickup will be scheduled at the convenience of (Insert Your Business Here) and at a time designated by (Insert Your Business Here).

Agreement for Credit Card Processing with (Insert Your Business Here)

SECTION 1: AGREEMENT
This Agreement (“Agreement”) is entered into between PartyGals Rental’s LLC (hereinafter referred to as the “Company”) and the customer identified in this Agreement (hereinafter referred to as the “Renter”).
By signing this Agreement, Renter authorizes PartyGals Rental’s LLC to charge the payment method provided for any amounts due under this Agreement, including but not limited to additional charges resulting from damages, loss, late returns, cleaning fees, service fees, or any other applicable charges outlined herein.

SECTION 2: PAYMENT AUTHORIZATION
You agree that we are authorized to make any necessary chanrges on your provided credit card (hereafter referred to as "Your Card") for any of the following circumstances:

Damaged items

Lost or stolen rentals

Other circumstances as outlined in the rental agreement

SECTION 3: DAMAGE OR LOSS OF RENTAL ITEMS
In situations where the rented items get damaged, lost, or stolen during the rental period, you acknowledge that we are authorized to charge Your Card for the full current replacement cost of each item, in addition to any associated fees, including, but not limited to, shipping, tax, etc.

SECTION 4: AGREEMENT WITH RENTAL TERMS
This Credit Card Processing Agreement relates to and forms part of our broader Rental Agreement, to which you have also agreed. By signing this Agreement, you confirm that you have read, understood, and consented to the terms set in the Rental Agreement.

SECTION 5: DISPUTES
Should you contest any credit card charges from us and file a dispute with your credit card company, we will respond accordingly with your signed contract and this signed credit card processing agreement with (Insert Your Business Here)

SECTION 6: FINAL AUTHORISATION AND CUSTOMER ACKNOWLEDGEMENT
By signing below, you acknowledge that you have read and understood this Agreement and that you authorize(Insert Your Business Here) to charge Your Card for additional fees as outlined above and in the Rental Agreement.
Pick Ups
This Pickup Policy ("Policy") outlines the terms and conditions for the pickup of rental items from (Insert Your Business Here)("Company", "we", "us", "our"). By utilizing our services and scheduling a pickup, you ("Customer") agree to adhere to the terms outlined in this Policy.

PICKUP HOURS: Our next-day pickup hours are between 6am and 1pm. Our driver will arrive within this designated window to collect the rental items, following a previously scheduled pickup time slot.

COMMUNICATION AND COORDINATION: To ensure a smooth pickup process, our driver will send you a text message approximately 30 minutes before their anticipated arrival. It is essential that you keep your mobile phone on and promptly respond to their message to facilitate optimal coordination.

RENTAL AGREEMENT

CONDITION AND LOCATION OF RENTAL ITEMS: We request that the rented items are ready for collection in the same location they were initially dropped off. For the safety of our staff and to expedite the pickup process, you are responsible for wiping and stacking the rentals before our arrival.

ADDITIONAL FEES: Please note that additional fees may be applied for dirty or improperly stacked rental items. Cleaning fees start at $25, while stacking fees amount to $10 per item. These charges, if applicable, will be processed on the credit card used for the initial payment.

ACCESSIBILITY DURING PICKUP: To avoid any potential delays or extra fees, it is necessary that we have direct access to the rental items upon our arrival. If our team experiences a wait time exceeding 15 minutes, a labor charge of $25 will be imposed for every subsequent 15-minute increment. This provision accounts for potential disruptions in our pickup route.

PAYMENT PROCESSING: During the pickup process, any additional fees incurred will be processed through the credit card provided for the initial payment.

By utilizing our pickup services, you expressly acknowledge and agree to the terms set forth in this Policy. Failure to comply with these terms may result in additional charges or refusal of future services.
Holiday Pricing for Chair and Table Rentals
At (Insert Your Business Here), we strive to provide the best possible event experience for our valued customers. In order to maintain our high-quality service and support, we charge a slightly higher rate for chair and table rentals during holidays. Here are some reasons for this increase in pricing during holidays:
Increased demand: Holidays are popular times for hosting events, and as such, we experience a higher demand for our rental products during these times. In order to effectively manage our inventory and ensure availability for our clients, we implement an appropriate pricing structure that reflects this increased demand.

Higher operating costs: During holidays, labor and delivery costs often increase due to overtime pay and additional staffing needs. We must account for these additional expenses in our pricing structure to maintain the outstanding service our customers expect.
Supply and maintenance: In order to keep our inventory of chairs and tables in top-notch condition, we allocate time and resources for ongoing maintenance and replacements when needed. The increase in usage during holiday periods causes more wear and tear on our rental items and leads to higher maintenance costs.

Exclusivity: Many clients seeking rentals during holidays do so because they desire a unique and memorable event experience. By charging a premium for our chair and table rentals during

Returned Checks: There will be a $35.00 charge on any returned check for any reason.

General Provisions
Governing Law. The laws of New York State govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.
Notice. Parties shall provide effective notice (“Notice”) to each other via either of the following methods of delivery at the date and time on which the Notice is sent:

email:

Text Message:

By accepting the rental equipment and agreeing to these terms and conditions, you acknowledge that you have read, understand, and agree to all of the provisions in this agreement.

(Your / Team member's name) Signature required*

(Client name) Signature required*

Date: