

ALEXIS PARTY RENTAL

(831) 458-6080 • Fax (831) 458-3404

300 Natural Bridges Drive

Santa Cruz, CA 95060

TERMS AND CONDITIONS

Our goal at Alexis Party Rental is to ensure quality equipment, prompt delivery and excellent customer service. We look forward to working with you and hope your event is truly an *affair to remember!*

For the purposes of the Rental Agreement, "Alexis Party Rental" shall mean Alexis, its owner, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and or employees.

1. INDEMNITY/ HOLD HARMLESS. Customer will take all necessary precautions regarding the items rented, and protect all persons and property from all injury or damage. Customer agrees to hold harmless Alexis from and against any and all liability, claims, judgments, attorneys' fees and cost, of every kind and nature, including but not limited to, injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of Alexis.

2. ASSUMPTION OF RISK/ RELEASE- DISCHARGE OF LIABILITY. Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this Rental Agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge Alexis from any and all responsibility or liability from such injury or damage arising out of the use or operation of the rental items; and Customer further agrees to waive, release and discharge any and all claims for injury or damage against Alexis which Customer otherwise may be entitled to assert.

3. OPERATORS. No operators are furnished, directly or indirectly with our rental items. Customer is responsible for knowing how the equipment works prior to use. If there are any questions about the equipment, please call Alexis at 831-458-6080.

() Customer received _____ Instructions
() Customer received _____ Instructions
() Customer received _____ Instructions
() Customer received _____ Instructions

4. RECEIPT/ INSPECTION OF RENTAL ITEMS. Customer hires the rental items on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the rental items prior to its use and finds it suitable to Customers needs. Customer acknowledges receipt of all rental items listed on the Rental Agreement and that the rental items are in good working order and repair. **Should Customer have any disputes or concerns with the quality or count of rental items, Customer shall notify Alexis immediately.**

5. POSSESSION/ TITLE. Customers right to possession of the rental items begins upon items leaving Alexis and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement.

Time is of the essence of the Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the rental items is and shall remain in Alexis. If the rental items are not returned and/ or levied upon for any reason whatsoever, Alexis may retake said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold Alexis harmless from any and all claims and cost arising from such retaking and or levy. If rental items are levied upon, Customer shall notify Alexis immediately.

6. RENTAL POLICY. All Customers must provide the following identifications: 1. Valid California Drivers License, 2. Local address, 3. Home and work phone numbers. 4. Credit card. Prices are based on "each" and subject to change. Customer is responsible for any damage or loss to rental items. Linens must be returned free of candle wax, burns, holes, stains, or any damage rendering the linens unrentable. Such conditions will result in additional charges. All dishes, glassware, and flatware are to be returned clean and their original containers. An extra charge for dishes, glassware, and flatware returned in need of cleaning is the responsibility of the Customer. **Please count and check all equipment with an Alexis employee upon pick-up and delivery. If you or an authorized person is unavailable to receive the equipment, the contract will be considered an accurate and valid count of the equipment. Our count is final.** The Customer accepts responsibility for securing and handling the property properly. BBQ's must be returned clean or \$50.00 for cleaning will be charged. All crates, boxes, bags, ratchet straps, tie downs, and pallets must be returned or Customer is responsible for surrendering replacement costs. Any necessary changes to an order must be made and confirmed 10 (ten) days prior to the event date. If the rented items are to be "picked-up" by the customer or delivered by Alexis, the Customer agrees to provide a secure and dry storage location and the Customer accepts all risk including damage to and liability related to the rental items until they are returned to Alexis. The Rental period is for a maximum of 48 hours unless a longer term is specified in the rental agreement. If the rented items are returned prior to the agreed upon date, the rental due shall be for the entire rental period. Rented items are not to be sublet, loaned, or assigned to any other location than specified on the rental agreement. Any action taken by persons whom are not stated on this Rental Agreement in use or loan of rented items is considered theft and will be prosecuted as such. Theft of rental property is a felony and carries a fine or imprisonment or both as stated by state law of California.

7. ORDINARY WEAR AND TEAR. Customer shall be responsible for all damage not caused from ordinary wear and tear, "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, concrete, resin, or any other material.

8. COMPLIANCE WITH LAWS/ USE OF RENTAL ITEMS. Customers agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/ or licenses from the appropriate government agencies. Alexis may at the Customers written request, act as an agent to obtain permits and/ or licenses from the appropriate government agencies. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to the Agreement to Alexis or its subcontractors.

TERMS AND CONDITIONS CONTINUE TO BACK.

CUSTOMER AGREES TO THE TERMS AND CONDITIONS STATED WITHIN THESE TWO PAGES: _____

DATE: _____