



1. TERMS & CONDITIONS

1. BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS RENTAL CONTRACT. CUSTOMER ACKNOWLEDGES THAT S/HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE CONTRACT.
2. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, MAINTENANCE, AND RETURN TO FABULOUS EVENTS MIAMI, LLC. CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR.
3. FABULOUS EVENTS MIAMI, LLC MAKES NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES, EXPRESSED OR IMPLIED. FABULOUS EVENTS MIAMI, LLC IS ALSO PERMITTED TO POST PICTURES OF THE EVENT ON THEIR WEBSITE AND ARE THE SOLE PROPRIETERS OF THE PHOTOS.
4. THIS RENTAL CONTRACT FORMS THE SOLE AGREEMENT BETWEEN THE CUSTOMER AND FABULOUS EVENTS MIAMI, LLC. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD FABULOUS EVENTS MIAMI, LLC HARMLESS FOR ANY CLAIMS FROM CUSTOMERS USE OR MISUSE, INCLUDING ANY THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CUSTOMER'S NEGLIGENCE OR OPERATION INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS.
5. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS (SAFETY INSTRUCTIONS).
6. RETAKING OF EQUIPMENT: IF CUSTOMER FAILS TO RETURN ALL RETURNED ITEMS UPON AGREED TIME, CUSTOMER AGREES TO PAY FOR ALL ADDITIONAL CHARGES. IF CUSTOMER REFUSES TO RETURN RENTED ITEMS, THE CUSTOMER AGREES THAT FABULOUS EVENTS MIAMI, LLC AND ITS AGENTS MAY TAKE ALL REASONABLE ACTIONS NECESSARY TO RECOVER RENTED ITEMS WITHOUT PRIOR NOTICE OR LEGAL PROCESS.
7. CUSTOMER ACKNOWLEDGES THE POSSIBILITY OF INJURY AND WILL PROVIDE ADULT SUPERVISION AT ALL TIMES ACCORDING TO THE RULES GIVEN TO RENTAL PARTY PRIOR TO EVENT, WRITTEN INSTRUCTION, OR VERBAL.
8. ATTORNEY FEES: CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY FABULOUS EVENTS MIAMI, LLC IN ENFORCING THESE TERMS AND CONDITIONS.

AS THE LESSEE (CUSTOMER), I UNDERSTAND AND ACKNOWLEDGE THAT THE ACTIVITY TO BE ENGAGED IN THROUGH MY RENTAL OF AN INFLATABLE, INTERACTIVE AMUSEMENT DEVICE, AND/OR ANY OTHER ITEM BEING RENTED, BRINGS WITH IT THE BOTH KNOWN AND UNANTICIPATED RISKS TO MYSELF, MY GUESTS, AND TO MY INVITES. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO FALLING, SLIPPING, CRASHING, COLLIDING, AND COULD RESULT IN INJURIES, ILLNESS, DISEASE, EMOTIONAL DISTRESS, DEATH, AND/OR PROPERTY DAMAGE TO MYSELF AND/OR MY GUEST AND INVITES. I VOLUNTARILY RELEASE INDEMNIFY, HOLD HARMLESS AND DISCHARGE TO FABULOUS EVENTS MIAMI, LLC, ALL INCLUSIVE PARTY, ALL SMILES PARTY RENTAL, & IMPERIAL PARTY RENTAL (THE COMPANY) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS ACTION, OR RIGHT OF ACTION WHETHER PERSONAL TO ME OR TO A THIRD PARTY WHICH ARE RELATED TO ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY RENTAL OF THE EQUIPMENTS INCLUDING THOSE ALLEGEDLY ATTRIBUTABLE TO NEGLIGENT ACTS OR OMISSIONS. I AGREE TO REIMBURSE ANY REASONABLE ATTORNEY'S FEE AND COSTS, WHICH MAY BE INCURRED BY FABULOUS EVENTS MIAMI, LLC (THE COMPANY) IN THE DEFENSE OF ANY SUCH LIABILITY CLAIM, DEMAND, ACTION, OR RIGHT OF ACTION. I ACKNOWLEDGE THAT I HAVE THE ADEQUATE HOMEOWNER'S INSURANCE, TENANT INSURANCE, OR OTHER LIABILITY INSURANCE TO COVER ANY BODILY INJURY WHICH MIGHT OCCUR TO MYSELF, MY GUEST, OR MY INVITES FROM THE USE OF THE EQUIPMENT I AM RENTING AND I AGREE TO BEAR THE COST OF SUCH INJURIES MYSELF. I AGREE TO BEAR ALL COST TO THE RENTAL EQUIPMENT THAT IS STOLEN, LOST, AND/OR DAMAGED AND THE CUSTOMER IS REQUIRED TO REPLACE AND/OR REPAIR THE EQUIPMENT RENTED AND WILL BE THE PROPERTY OF FABULOUS EVENTS MIAMI, LLC (THE COMPANY).

CUSTOMER AGREES TO HAVE AN ADULT SUPERVISE BOTH ANY OF THE EQUIPMENT/ITEMS RENTED AND ITS USE AT ALL TIMES WHILE EQUIPMENT IS IN POSSESSION OF THE CUSTOMER. A SET OF RULES AND DIRECTIONS ARE DISPLAYED IN FRONT OF THE EQUIPMENTS AND THE DRIVER WILL ALSO EXPLAIN THE SAFETY RULES WHICH I AGREE TO FOLLOW AND UTILIZE AT ALL TIMES DURING THE OPERATION AND USE OF THE EQUIPMENTS. THE CUSTOMER UNDERSTANDS THAT NO OPERATOR HAS BEEN LEFT WITH THE EQUIPMENTS/ITEMS RENTED AND IS SOLELY RESPONSIBLE FOR THE CORRECT AND SAFE OPERATION OF THE EQUIPMENTS. CUSTOMER VOLUNTARILY AGREES TO KEEP AND MAINTAIN ALL SAFETY RULES THAT HAVE BEEN EXPLAINED BY THE DRIVER AND RULES LISTED ON THE EQUIPMENTS. THERE MUST BE A CLEAR PATH TO WHERE THE ITEMS WILL BE SET UP. IF THERE IS NOT A CLEAR PATH, DRIVER WILL NOT SET UP THE ITEMS. DRIVER WILL NOT MOVE ANY ITEMS BLOCKING THE PATH. IF WE NEED TO MOVE ANY ITEMS, THERE WILL BE AN ADDITIONAL FEE. PERSON RENTING THE ITEMS MUST MOVE ALL ITEMS BLOCKING PATH OR DELIVERY WILL BE CANCELED. BOUNCERS SHALL BE INFLATED AT ALL TIMES TILL DRIVER COMES SO THAT THE BOUNCER CAN BE INSPECTED FOR DAMAGE. THE EQUIPMENTS SHALL BE LOCATED AT THE ADDRESS LISTED BELOW DURING THE RENTAL AND SHALL NOT BE REMOVED.

CUSTOMER IS RESPONSIBLE FOR ALL THE ITEMS ON THIS CONTRACT AND/OR INVOICE ISSUED THROUGH WWW. SQUAREUP.COM UNTIL THE SAME DRIVER PICKS IT UP. THE ITEMS HAVE BEEN INSPECTED BEFORE DELIVERY AND ARE IN WORKING ORDER. CUSTOMER WILL INSPECT THE ITEMS WITH THE DRIVER TO SEE FOR THEM SELF THAT IT IS IN WORKING ORDER AND IF NOT SHOULD TELL THE DRIVER WHAT THE PROBLEM IS. BY SUBMITTING INVOICE PAYMENT VIA WWW.SQUAREUP.COM OR VIA CASH, THE CUSTOMER IS SATISFIED WITH THE EQUIPMENTS/ITEMS RENTED AND ACCEPTS IT FOR THE DURATION OF THE RENTAL AGREEMENT. PROBLEMS DO ARISE AT TIMES AND IF THERE IS ANY PROBLEM THE CUSTOMER WILL CONTACT THE OFFICE SO SOMEONE CAN BE SENT OUT TO REPAIR OR TAKE CARE OF THE PROBLEM.

OUR WEATHER POLICY IS THAT IF IT RAINS, WINDS ARE BLOWING STRONG, AND/OR SNOWING BEFORE OF YOUR PARTY, WE HAVE THE RIGHT TO CANCEL DELIVERY. IF IT RAINS, WINDS ARE BLOWING STRONG, AND/OR SNOWING DURING YOUR PARTY, WE HAVE THE RIGHT TO PICK UP THE RENTAL EQUIPMENTS AND NO REFUND WILL BE GIVEN. WE WILL INFORM YOU OF THIS POLICY OVER THE PHONE, IN PERSON, AND/OR IN WRITING IF THERE IS A CHANCE OF BAD WEATHER IN THE FORECAST. WITH RESPECT TO THE WEATHER POLICY, A MEMBER OF THE FABULOUS EVENTS MIAMI, LLC TEAM WILL CONTACT THE CUSTOMER PRIOR TO THE EVENT IF THE WEATHER IS BAD. IF THE CLIENT DECIDES TO RESUME WITH THE EVENT, A REFUND OR ACTIVE DEPOSIT WILL NOT BE HONORED. IF THE CUSTOMER DECIDES TO CHANGE THEIR MIND AFTER WE HAVE LOADED THE ABOVE SAID EQUIPMENT, AND/OR IN TRANSIT TO THE EVENT, NO MONIES WILL BE REFUNDED, NOR IN GOOD STANDING AS A ONE YEAR CREDIT.

FOR ALL EVENTS, A 50% DEPOSIT IS NON-REFUNDABLE AND MAY BE USED ONE YEAR FROM THE ISSUED DATE IF THE EVENT IS CANCELED. FABULOUS EVENTS MIAMI, LLC BARTENDERS ARE PERMITTED TO HAVE A GRATUITY JAR. IT IS UP TO THE CLIENT TO ACCEPT OR DENY THIS. IN THE EVENT THAT THE CLIENT PREFERS FOR ANY BARTENDER TO NOT HAVE A GRATUITY JAR, THE CLIENT WILL AUTOMATICALLY BE CHARGED AN 18% GRATUITY FEE. WITH RESPECT TO CATERING, FABULOUS EVENTS MIAMI WILL NOT BE HELD RESPONSIBLE FOR ANY FORM OF SICKNESS THAT MAY OCCUR DUE TO CONSUMPTION OF FOODS BOOKED BY OUR CORPORATION. I AGREE TO RELEASE FABULOUS EVENTS MIAMI, LLC FROM ANY LIABILITY WITH REGARD TO POSSIBLE SPOILAGE OR FOOD-BORNE ILLNESS FROM LEFTOVER FOOD REMOVED FROM THE EVENT SITE. I AM AWARE THE FOOD HAS BEEN REMOVED FROM THE KITCHEN APPROXIMATELY TWO HOURS PRIOR TO THE EVENT AND THAT THE FOOD HAS BEEN ON DISPLAY AS A BUFFET FOR THE DURATION OF THE EVENT. I ALSO AM INDICATING THAT I ACCEPT FULL RESPONSIBILITY FOR REMOVAL AND SAFE STORAGE OF THE REMOVED FOOD. FABULOUS EVENTS MIAMI, LLC WILL NOT BE HELD LIABLE FOR SERVING FOOD HIRED/PURCHASED BY THE CUSTOMER FROM AN OUTSIDE OR ANOTHER CATERER. I UNDERSTAND ALL ENTERTAINMENT BOOKINGS ARE FINAL NO REBOOKING OR RESCHEDULING. I ALSO UNDERSTAND I'M RESPONSIBLE TO ENSURE ADDRESS & SHELTER NUMBERS ARE CORRECT IF NOT A \$30 RELOCATION FEE IS DUE ON SITE.

2. PAYMENT TERMS

YOU AGREE TO PAY IN FULL THE BALANCE OF THE ALL CUSTOM DÉCOR/PROP AND RENTAL FEES, AND ANY OTHER ADDITIONAL COSTS AGREED UPON BETWEEN US 10 DAYS PRIOR TO THE DATE OF YOUR SCHEDULED EVENT. YOU AGREE TO PAY 50% OF BALANCE IN ORDER TO SECURE RENTALS DATE AND TIME AND PAY 100% OF THE FULL BALANCE OF ALL NON-RENTALS/FINAL SALE PURCHASES AT TIME OF THIS CONTRACT EXECUTION. BY SUBMITTING PAYMENT AND/OR DEPOSIT YOU ARE IN FULL AGREEMENT OF THIS CONTRACT AND ARE AGREEING TO ALL TERM AND CONDITION. IN ORDER TO ENSURE A SUCCESSFUL EVENT, IT IS NECESSARY THAT ALL RENTALS BE SET UP PROPERLY. WE THEREFORE REQUIRE ACCESS TO THE DESIRED SETUP AREA AT LEAST 60 MINUTES PRIOR TO THE BEGINNING OF THE EVENT. WE ALSO REQUIRE 60 MINUTES AFTER THE CONCLUSION OF THE AGREED UPON RENTAL TIME PERIOD, IN ORDER TO DISASSEMBLE AND CLEAN UP RENTAL, AND TAKE DOWN RENTALS. THIS TIME REQUIRED FOR SET UP AND TAKE DOWN, DOES NOT COUNT TOWARD THE SCHEDULED RENTAL TIME OF OUR SERVICES.

3. CANCELLATION

YOU MAY CANCEL THIS RENTAL CONTRACT FOR ANY REASON AT ANY TIME UP TO TWENTY (20) BUSINESS DAYS BEFORE THE SCHEDULED RENTAL DATE. AT THAT TIME, THE CONTRACT WILL BE NULL AND VOID, BUT IN THAT EVENT, YOU WILL FORFEIT YOUR DEPOSIT. IF YOU RESCHEDULE YOUR EVENT WITHIN SIX MONTHS OF YOUR CANCELLATION DATE, YOUR DEPOSIT WILL NOT BE FORFEITED BUT WILL BE APPLIED TOWARD YOUR NEXT EVENT. NO REFUNDS WHATSOEVER. ALL DEPOSITS & PAYMENTS MADE ARE FINAL.

4. LIABILITY

CLIENT AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THE USE OF ANY RENTALS AND ITS ATTENDANTS. FABULOUS EVENTS MIAMI LLC AND ITS VENDORS WILL NOT BE LIABLE FOR ANY INJURY, ALLERGIC REACTION, LOSS OR DAMAGE DIRECTLY OR CONSEQUENTLY ARISING OUT OF THE USE OR RENTAL OF THE CHOCOLATE FOUNTAIN AND/OR CANDY/DESSERT BUFFET. CLIENT INDEMNIFIES FABULOUS EVENTS MIAMI LLC AGAINST AND HOLDS FABULOUS EVENTS MIAMI LLC AND ITS VENDORS HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITY, INCLUDING ATTORNEY FEES AND COURT COSTS ARISING OUT OF IN CONNECTIONS WITH OR RESULTING FROM THE SERVICES OF FABULOUS EVENTS MIAMI LLC OR IT'S VENDORS.

5. DAMAGED OR STOLEN EQUIPMENT

IN THE EVENT THAT RENTAL EQUIPMENT IS DAMAGED DUE TO THE GUEST MISUSE OR STOLEN, THE CLIENT AGREES TO PAY FOR ALL REPAIR COSTS UP TO AND INCLUDING FULL REPLACEMENT, INCLUDING SHIPPING AND HANDLING OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO; GLASSWARE \$25 EACH, SCOOPS \$10 EACH, SPOONS \$10 EACH, LINENS \$45 EACH, TABLE SKIRT \$65 EACH, TABLE \$150 EACH, GENERATOR \$500, AND ANY OTHER PROPERTY OF FABULOUS EVENTS MIAMI LLC.

I ACKNOWLEDGE AND CERTIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT, THAT I UNDERSTAND ITS CONTENT AND THAT I EXECUTE IT FREELY, INTELLIGENTLY, AND WITHOUT DURESS OF ANY KIND AND AGREE TO IT BY ITS TERMS. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED BELOW OR NAMED ON INVOICE ON WWW.SQUAREUP.COM, OR I AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN OR AGREE WITH PAYMENT THIS AGREEMENT ON THEIR BEHALF. FURTHER, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. NO MINOR CAN SIGN NOR PROVIDE PAYMENT. PERSON SIGNING OR PROVIDING PAYMENT MUST BE OVER 18 YEARS OF AGE. I. D. MUST BE SEEN BY DRIVER. IF NO I.D. IS AVAILABLE, DRIVER WILL NOT DELIVER THE EQUIPMENT.

BY SUBMITTING A DEPOSIT, YOU WILL BE EXECUTING THIS AGREEMENT, AND YOU ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGES, INJURIES OR DELAYS THAT OCCUR AS A RESULT OF FAILURE TO COMPLY WITH THESE PROVISIONS.