

terms and conditions

1. MINIMUM 30% DEPOSIT REQUIRED ON ALL EVENTS BOOKED PAYABLE ON SIGNING AGREEMENT. ADDITIONAL DEPOSIT MAY BE REQUIRED. CHECKS ARE ONLY ACCEPTED FOR DEPOSITS NO LESS THAN 2 WEEKS PRIOR TO AFFAIR. VISA/MASTERCARD/DISCOVER PAYMENTS MUST BE MADE 24 HOURS PRIOR TO AFFAIR. DEPOSITS ARE NOT REFUNDABLE. FIFTY (50) PERCENT OF THE BALANCE MUST BE PAID AT LEAST ONE WEEK BEFORE THE DATE OF THE EVENT. ANY REMAINING BALANCE MUST BE PAID IN CASH BEFORE EVENT BEGINS ON THE DATE OF THE AFFAIR OR ON DELIVERY. ANY CANCELLATIONS OF THIS CONTRACT MUST BE MADE IN WRITING, SIGNED BY PURCHASER AND DATED. PURCHASER IS LIABLE FOR FULL BALANCE DUE IF CANCELLATION IS MADE LESS THAN 30 DAYS FROM AFFAIR.

2. TRAVEL FEES/TOLLS OR DELIVERY CHARGES ARE TO BE PAID BY PURCHASER WHERE APPLICABLE AND NOTED ON THE contract.

3. NOT RESPONSIBLE FOR LATENESS DUE TO ACCIDENTS OR MECHANICAL BREAKDOWN WITH TRANSPORTATION, SECURITY CHECKPOINTS OR ANY ACTS OF NATURE IN ENVIRONMENT THAT MAY OCCUR. IF EQUIPMENT TROUBLE SHOULD OCCUR DURING THE EVENT, PURCHASER IS ONLY LIABLE TO PAY FOR ACTUAL TIME USED. NOT RESPONSIBLE FOR EQUIPMENT TROUBLE DUE TO POWER FAILURE OR FAULTY WIRING THAT MAY OCCUR AT ESTABLISHMENT WHERE AFFAIR IS HELD.

4. INDOOR OR OUTDOOR EVENTS MUST SUPPLY ADEQUATE POWER AND CABLING FOR ALL EQUIPMENT, UNLESS STATED OTHERWISE ON THE FRONT OF THIS AGREEMENT.

5. DAMAGES TO ANY PART OF EQUIPMENT BY ANY MEMBER OR GUEST OF THE PURCHASER, WILL MAKE PURCHASER LIABLE.

6. WE RESERVE THE RIGHT TO SUBSTITUTE EVENT STAFF/ENTERTAINERS DUE TO ILLNESS OR ANY OTHER REASON.

7. RECEIPT AND INSPECTION OF RENTAL ITEMS: PURCHASER HIRES THE ITEMS ON AN "AS-IS" BASIS. PURCHASER ACKNOWLEDGES THAT HE HAS PERSONALLY INSPECTED THE ITEMS PRIOR TO REMOVAL FROM THE RENTAL STORE OR UPON DELIVERY (REGARDLESS OF POINT OF DELIVERY) AND FINDS THEM SUITABLE FOR HIS/HER NEEDS. PURCHASER ACKNOWLEDGES RECEIPT OF ALL ITEMS LISTED IN THIS AGREEMENT IN GOOD WORKING ORDER AND REPAIR AND THAT HE/SHE UNDERSTANDS THEIR PROPER OPERATION AND USE WITHOUT FURTHER INSTRUCTION REGARDING OPERATION END USE FROM RENTAL STORE.

8. DURATION: OUR STANDARD RENTAL DAY IS 24 HOURS. THE EXACT TERMS OR TIME AND RATE WILL BE ESTABLISHED AT THE TIME OF RENTAL OR BOOKING AND THESE TERMS MAY APPEAR ON THE REVERSE SIDE OF THIS CONTRACT or on page 1 of your contract AS FOLLOWS:

ORDER DATE: DATE OF RESERVATION:

EVENT DAY(S): DATE AND TIME RENTAL CHARGES COMMENCE TO DATE AND TIME YOUR RENTAL CHARGES CEASE.

DELIVER: TENTATIVE DATE OF DELIVERY, IF APPLICABLE

PICK-UP: TENTATIVE DATE OF PICK-UP, IF APPLICABLE

YOUR RENTAL PERIOD IS THE EVENT DATES.

9. PICK-UP AND RETURN: CUSTOMERS WHO ARE RETURNING EQUIPMENT TO US AT OUR FACILITY MUST RETURN IT BY THE DUE DATE AND TIME DURING OUR REGULAR HOURS OR RENTAL CHARGES WILL CONTINUE TO ACCRUE AT THE MINIMUM RATE OF ½ THE DAILY RATE FOR EACH DAY EQUIPMENT IS NOT RETURNED TO US.

10. DELIVERY AND PICK-UP: NO DELIVERY OR PICK-UP WILL BE SCHEDULED OR MADE UNLESS A DELIVERY OR PICK-UP DATE IS SHOWN. ALL DELIVERY AND PICK-UP DATES ARE TENTATIVE ONLY. WE RESERVE THE RIGHT TO CHANGE DELIVERY AND PICK-UP TIMES AND DATES AT OUR CONVENIENCE. THIS WILL NOT AFFECT YOUR RATE UNLESS YOUR RENTAL PERIOD IS CHANGED. HOWEVER, IF THE RENTAL EQUIPMENT IS NOT READY FOR OUR PICK-UP FROM YOUR LOCATION DURING OUR NORMAL BUSINESS HOURS ON THE PICK-UP DATE, THE RENTAL CHARGES SHALL CONTINUE TO ACCRUE AT THE MINIMUM RATE OF ½ THE DAILY RATE FOR EACH ADDITIONAL DAY THE EQUIPMENT IS NOT MADE AVAILABLE FOR PICK-UP. PURCHASER IS RESPONSIBLE FOR SECURITY OF ALL EQUIPMENT UNTIL A RENTAL STORE EMPLOYEE PHYSICALLY AND PERSONALLY ACCEPTS THE RETURN. OUR DRIVERS WILL MAKE EVERY EFFORT TO MAKE THEMSELVES HEARD AT THE FRONT DOOR. RESPONSIBILITY OF FAILURE TO HEAR DRIVERS BECAUSE OF LOUD RADIOS, REMOTENESS OF PURCHASER FROM FRONT DOOR, OR ANY OTHER REASON RESTS UPON PURCHASER. IF PURCHASER AUTHORIZES ANY OTHER PERSON (SUCH AS A NEIGHBOR OR EMPLOYEE) TO MAKE EQUIPMENT AVAILABLE FOR PICK-UP, PURCHASER WILL BE RESPONSIBLE IF SUCH PERSON FAILS TO DO SO. YOU AGREE TO PAY A MINIMUM SERVICE CHARGE FOR EACH EXTRA DELIVERY OR PICK-UP CALL REQUIRED OF US AND CAUSED BY YOU. PURCHASER SHALL BE CHARGED FOR WAITING TIME WHICH IS OCCASIONED BY PURCHASER NEGLIGENCE OR DELAY.

11. RETURNING EQUIPMENT: WE CHARGE FOR TIME OUT, NOT TIME USED. PURCHASER IS RESPONSIBLE FOR RENTAL CHARGES FROM THE TIME THE EQUIPMENT IS RENTED (EVENT DATES) UNTIL THE TIME IT IS RETURNED TO OUR POSSESSION. THE RENTED EQUIPMENT REMAINS THE PROPERTY OF PARTIES TO GO, AND IS RENTED TO YOU SUBJECT TO THIS CONTRACT FOR THE RENTAL CHARGES AND THE TIME AND DATE SPECIFIED ON THE FRONT. IF YOU DESIRE TO EXTEND THE TERM OF THIS RENTAL BEYOND THE TIME AND DATE SPECIFIED ON THE FRONT, YOU MUST OBTAIN WRITTEN APPROVAL PRIOR TO THE DUE DATE AND TIME. IF A NEW AGREEMENT HAS NOT BEEN MADE AND YOU FAIL TO RETURN THE EQUIPMENT WHEN DUE IN, YOU ACKNOWLEDGE THAT THE FAILURE TO RETURN RENTED EQUIPMENT WITHIN THE CONTRACTED TIME OR THE SALE OF CONCEALMENT OF RENTED ITEMS ARE PROHIBITED AND THAT SUCH ACTION MAY CONSTITUTE A CRIME. IN ADDITION TO ANY OTHER ACTION WE MAY TAKE, WE MAY NOTIFY AUTHORITIES AND TAKE OTHER ACTION INCLUDING FILING A CRIMINAL COMPLAINT SUBJECTING YOU TO PROSECUTION.

12. ADDITIONAL CHARGES: YOU AGREE THAT ALL CHINAWARE AND OTHER FOOD HOLDING ITEMS MUST BE SCRAPPED AND RINSED BEFORE BEING RETURNED TO US, OR AN EXTRA CLEANING FEE WILL BE ASSESSED. DELIVERY AND PICK-UP WILL BE FROM GROUND FLOOR AND TO AN AREA ACCESSIBLE TO DELIVERY VEHICLE AND PROTECTED FROM THE ELEMENTS. YOU AGREE TO AN ADDITIONAL MINIMUM CHARGE OF \$35.00 PER FLOOR OR LEVEL IF EQUIPMENT IS CARRIED UP OR DOWN STAIRS. PLEASE DO NOT FOLD WET TABLE LINENS OR PLACE IN A PLASTIC BAG; YOU ARE RESPONSIBLE FOR MILDEW DAMAGE. EQUIPMENT IS NOT SET UP OR INSTALLED UNLESS NOTED, HOWEVER, ARRANGEMENTS CAN BE MADE PRIOR TO DELIVERY OR PICK-UP FOR A NOMINAL FEE. ALL ITEMS AS CHAIRS, TABLES AND BARS ARE DELIVERED, STAKED AND/OR BAGGED. THEY MUST BE RESTACKED OR BAGGED FOR PICK-UP OR THERE WILL BE AN ADDITIONAL CHARGE. THERE IS AN ADDITIONAL CHARGE FOR SATURDAY, SUNDAY OR HOLIDAY DELIVERIES AND SAME DAY DELIVERY AND PICK-UPS.

13. DIRTY, DAMAGED OR LOST EQUIPMENT: PURCHASER AGREES TO PAY FOR ANY DAMAGE OR LOSS OF THE GOODS, AS INSURER, REGARDLESS OF CAUSE, EXCEPT REASONABLE WEAR AND TEAR, WHILE THE GOODS ARE OUT OF THE POSSESSION OF THE RENTAL STORE. PURCHASER ALSO AGREES TO PAY A REASONABLE CLEANING CHARGE AS DETERMINED BY THE RENTAL STORE FOR EQUIPMENT RETURNED DIRTY. ACCRUED RENTAL CHARGES CANNOT BE APPLIED AGAINST THE PURCHASE OR COST OF DAMAGED OR LOST GOODS. EQUIPMENT DAMAGED BEYOND REPAIR WILL BE PAID FOR AT FAIR MARKET VALUE WHEN RETURNED. THE COST OF REPAIRS WILL BE BORNE BY THE PURCHASER, WHETHER PERFORMED BY THE RENTAL STORE OR AT THE RENTAL STORE'S OPTION, BY OTHERS.

14. PARTIES TO GO IS NOT RESPONSIBLE FOR DAMAGE TO SPRINKLER SYSTEMS. TENTS, INFLATABLES AND OTHER RENTALS MAY NEED TO BE STAKED INTO THE GROUND. PURCHASER IS RESPONSIBLE TO LET US KNOW THE AREAS TO AVOID. WE ARE ALSO NOT RESPONSIBLE FOR GRASS, CONCRETE, DRIVEWAYS OR ANY OTHER WALKWAY USED FOR ACCESS TO RENTAL SET-UP AREA. OUR EQUIPMENT IS BIG AND HEAVY AND USUALLY PUT ON ROLLING DOLLIES.

15. TENTS: ALL TENTS HAVE BEEN TREATED FOR WATER REPELLENCE BUT CAN NOT BE GUARANTEED TO BE ABSOLUTELY WATER PROOF. WE DO NOT GUARANTEE ANY FABRIC NOT TO CRACK, FADE, SHRINK, OR TEAR. PURCHASER SHALL PROVIDE UNOBSTRUCTED SPACE FOR THE PLACEMENT ASSEMBLY, ERECTION AND DISASSEMBLY OR TENTS AND RENTAL ITEMS.

16. SAFETY RULES: RIDE ATTENDANTS WILL ENFORCE SAFETY RULES. ANY GUEST OR PURCHASER WHO DOES NOT FOLLOW SAFETY RULES WILL NOT BE ALLOWED IN THE RIDE (INCLUDING INFLATABLES). PARTIES TO GO RESERVES THE RIGHT TO DENY ACCESS TO ANY OF OUR RIDES OR SHUT DOWN A RIDE OR OTHER ATTRACTION IN THE EVENT OF SECURITY OR SAFETY CONCERNS. PURCHASER DOES NOT HAVE THE RIGHT TO CHANGE OR ALTER OUR SAFETY RULES.

17. ANY AND ALL PERMITS AND FEES ARE THE SOLE RESPONSIBILITY OF THE CUSTOMER.

18. SHOULD THE PURCHASER BE A CORPORATION OR AN ORGANIZATION, THE GUARANTOR OF THIS AGREEMENT INDIVIDUALLY AND PERSONALLY GUARANTEES FULL PAYMENT OF ALL SUMS TO BECOME DUE AND OWING BY SAID CORPORATION OR ORGANIZATION TO PARTIES TO GO. THIS IS TO BE A CONTINUING GUARANTEE UNTIL FULL PAYMENT OR ALL OBLIGATIONS HAVE BEEN MADE. IT IS NOT LIMITED TO ANY MANNER.

19. PURCHASER AGREES TO HOLD HARMLESS PARTIES TO GO, ITS SUBSIDIARIES AND ITS STAFF FROM ANY LAW SUIT IN CONNECTION WITH INJURY OF ANY MEMBER OR GUESTS OF THE PURCHASER FROM ANY ACCIDENT WHICH MAY OCCUR, USE OR MISUSE OF GIVEAWAY ITEMS, STROBE LIGHTS, SMOKE MACHINES OR ANY OTHER SPECIAL EFFECTS EQUIPMENT USED. PURCHASER ASSUMES ALL RESPONSIBILITIES FOR THEIR GUEST AND THEIR ACTIONS.

20. IF THIS ACCOUNT IS PLACES IN THE HANDS OF ANY ATTORNEY OR COLLECTION OF AMOUNTS UNPAID AND OWNING, THE PURCHASER AND OR GUARANTOR AGREE TO PAY PARTIES TO GO FOR REASONABLE ATTORNEYS FEES AND OR COLLECTION COSTS INCURRED BY IT.

SIGNING page 1 OF THIS CONTRACT ACKNOWLEDGES THAT THE PURCHASER HAS READ AND AGREES TO THE TERMS AND CONDITIONS. The signed facsimile copies will constitute originally signed copies of the same agreement requiring no further execution.

X_____ AGREES TO ALL THE TERMS OF THIS CONTRACT.