

# PARTY RENTAL AGREEMENT

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This Party Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[RENTAL COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] ("**Company**"); and

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] (or individual) with its principal place of business (or residence) at [CUSTOMER ADDRESS] ("**Customer**").

Company and Customer are each a "**Party**" and together the "**Parties**."

**Recitals.** Customer wishes to rent certain party and event equipment from Company for a private or public event, and Company wishes to rent that equipment to Customer, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Rental Equipment and Event

**1.1 Equipment.** Company will rent to Customer the items listed on the attached **Exhibit A** (the "**Equipment**"), which may include [e.g. tents, tables, chairs, linens, inflatables, lighting, dance floor, audio equipment, tableware]. Exhibit A states the quantity, description, and rental rate of each item.

**1.2 Event.** The Equipment is rented for use at the following event (the "**Event**"): **Location:** [EVENT ADDRESS]; **Date(s):** [EVENT DATE(S)]; **Expected attendance:** [NUMBER].

**1.3 Use restrictions.** Customer will use the Equipment only for its intended purpose, only at the Event location stated above, and only during the Rental Period. Customer will not sublease, relocate off-site, or alter the Equipment without Company's prior written consent.

## 2. Rental Period, Delivery, and Pickup

**2.1 Rental Period.** The rental period begins at [DELIVERY DATE/TIME] and ends at [PICKUP DATE/TIME] (the "**Rental Period**"). Equipment retained beyond the Rental Period accrues additional charges at [RATE] per [DAY/HOUR].

**2.2 Delivery and setup.** Company will [deliver and set up / make available for pickup] the Equipment at the location and time stated above. Customer will ensure the site is accessible, level, clear, and ready for delivery and setup.

**2.3 Pickup and teardown.** Customer will make the Equipment available for pickup, clean and in its original condition, at the agreed time. Company will perform teardown if stated in Exhibit A; otherwise Customer will disassemble and stack the Equipment for pickup.

**2.4 Site conditions and utilities.** Customer is responsible for obtaining any permits, identifying underground utilities before staking, and ensuring adequate power and water where required. Customer will inform Company of any site hazards.

### 3. Fees, Deposit, and Payment

**3.1 Rental fee.** Customer will pay Company the total rental fee of **[AMOUNT]** as itemized in Exhibit A, plus applicable delivery, setup, and teardown charges.

**3.2 Reservation deposit.** Customer will pay a deposit of **[AMOUNT OR PERCENTAGE]** to reserve the Equipment by **[DATE]**. The balance is due **[e.g. [NUMBER] days before delivery]**.

**3.3 Security/damage deposit.** Customer will pay a refundable security deposit of **[AMOUNT]** to secure against damage, loss, and cleaning. Company will return the deposit, less any documented deductions, within **[NUMBER]** days after the Rental Period. **[Local consumer-protection and deposit rules vary; confirm permitted deposit handling and refund timing under applicable law.]**

**3.4 Taxes and late charges.** Fees are exclusive of applicable sales and rental taxes. Past-due amounts accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

### 4. Customer Responsibilities and Care of Equipment

**4.1 Condition on delivery.** Customer will inspect the Equipment on delivery and notify Company of any defect or shortage within **[NUMBER]** hours; otherwise the Equipment is deemed received in good working order.

**4.2 Care and supervision.** Customer will keep the Equipment safe, secure, and protected from weather, theft, and misuse, and will supervise its use throughout the Event, including supervising any inflatables or attractions per posted rules.

**4.3 Operator and safety rules.** Customer will follow, and ensure all users follow, all manufacturer instructions, posted capacity limits, age and weight restrictions, and weather guidelines (including deflating inflatables and lowering tents in high wind).

**4.4 No alteration.** Customer will not paint, drill, cut, modify, or affix anything to the Equipment, and will return it in the same condition as delivered, ordinary wear excepted.

### 5. Damage, Loss, and Cleaning

**5.1 Responsibility for damage and loss.** Customer is responsible for all damage to or loss or theft of the Equipment during the Rental Period, regardless of cause, except for ordinary wear and tear and except for Company's own negligence.

**5.2 Repair or replacement cost.** For damaged Equipment, Customer will pay the reasonable cost of repair; for lost, stolen, or non-repairable Equipment, Customer will pay the full replacement value stated in Exhibit A or Company's then-current list price.

**5.3 Cleaning.** Equipment returned excessively soiled is subject to a cleaning charge of **[AMOUNT OR "actual cleaning cost"]**.

### 6. Insurance, Indemnification, and Liability

**6.1 Assumption of risk.** Customer acknowledges that use of party equipment, including inflatables and attractions, involves inherent risks, and Customer assumes responsibility for the safe operation and supervision of the Equipment at the Event.

6.2 **Indemnification.** Customer will indemnify, defend, and hold harmless Company from third-party claims arising from the Event or Customer's use of the Equipment, except to the extent caused by Company's defective Equipment, negligence, or willful misconduct.

6.3 **Insurance.** Customer [will / may be required to] maintain liability insurance covering the Event of at least [AMOUNT] and will name Company as an additional insured on request.

6.4 **Limitation of liability.** Except for its indemnification obligations and its gross negligence or willful misconduct, Company's total liability under this Agreement will not exceed the total rental fee paid, and Company is not liable for indirect, incidental, special, or consequential damages.

7. **Cancellation, Termination, and General Provisions**

7.1 **Cancellation by Customer.** If Customer cancels more than [NUMBER] days before delivery, Company will refund amounts paid less the reservation deposit. If Customer cancels within [NUMBER] days of delivery, Company may retain [PERCENTAGE OR AMOUNT] as liquidated damages.

7.2 **Weather and force majeure.** If the Event is prevented by severe weather or other events beyond a Party's reasonable control, the Parties will use good-faith efforts to reschedule; if rescheduling is not feasible, amounts paid will be handled per Section 7.1.

7.3 **Default and repossession.** If Customer breaches this Agreement, Company may, on reasonable notice and in accordance with applicable law, terminate the rental and retake possession of the Equipment, and Customer remains liable for amounts owed.

7.4 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

7.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.6 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

7.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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