

Davis Amusements / Mad Hatter Amusements

130 Fawnhurst Drive Gaffney, SC 29341

DELIVERY — Lessee shall have a representative present at time of delivery to direct the position of the rental equipment. Lessee shall provide adult supervision if not supervised by the rental agency.

USE OF ITEM -- You agree that you are satisfied with the instructions given by lessor in the proper and safe manner of using the item(s).

RESPONSIBILITY FOR EQUIPMENT – From the time the item(s) is rented until it is removed, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs to replace or repair the item(s).

DEPOSIT – A _____ deposit is required upon booking to secure said equipment. Deposit is non-refundable unless lessor cannot fulfill the obligation. Lessee acknowledges and agree in the event Lessee cancels delivery of the equipment within 30 days of the delivery date, Lessor will have the option to retain the deposit.

HOLD HARMLESS PROVISION—Lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities including reasonable attorney’s fees arising by reason of injury, damage or death to persons or property, in connection with or resulting from the use of said equipment including but not limited to, the manufacturer, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Lessor from injuries and damages incurred as a result of the use of said equipment. Lessor cannot not under any circumstances be held liable for any injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge.

RAIN POLICY – See additional info on website or from Lessor

DUTY TO MITIGATE –In the event of injury, damage or loss due to Lessor’s negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

DISCLAIMER OF CONSEQUENTIAL DAMAGE—By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury damage or loss due to Lessor’s negligence.

DISCLAIMER OF WARRANTIES—Lessor makes no warranties either expressed or implied as to the conditions or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness of a particular purpose are disclaimed. By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and or property leased by Lessee is hereby disclaimed.

MERGER CLAUSE—This signed contract encompasses the entire agreement between Lessor and Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and he Lessor shall be valid or enforceable unless in writing and signed by all parties of this contract. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof.

Individual/Group/Company/Organization/Lessee: _____

Lessor/Mad Hatter / Davis Amusement

Signature

Authorized signature

DATE: ____ / ____ / ____

DATE: ____ / ____ / ____