

**LIVELY UP, LLC doing business as PARTY PLACE –
Rental Contract –
Terms and Conditions**

The undersigned Customer (“Customer”) hereby enters into a rental agreement with Lively Up, LLC doing business as Party Place (hereinafter “Party Place”) on the following terms and conditions:

1. Pricing: List prices are for the day of your event which includes a day to pick up and a day to return. All concession equipment or mechanical equipment is billed in 24-hour increments. Party Place reserves the right to deliver earlier or pick up later with no additional charge to the Customer.
2. Reservations: Party Place will require a valid credit card to hold your reservation. Your card will not be charged until you rent the item. If we become fully booked for a specific item which you have reserved, we will call you to confirm your reservation. Upon confirmation, Customer shall pay a non-refundable 100% deposit for the total rental of that item. The only exception is for tent and canopy reservations which require a 25% non-refundable deposit.
3. Changes/Cancellations: All changes to orders or cancellations must be made 96 hours prior to delivery or will call date. Any changes made after 96 hours are subject to a 50% restocking fee. All cancellations must have a confirmation code assigned at the time of the cancellation.
4. The rental equipment will be tendered to Customer in good working condition and shall be returned by Customer in the same condition. It is the Customer’s responsibility to report any equipment discrepancies immediately.
5. Customer assumes all responsibility for injuries to persons or damage to property, and agrees to indemnify, hold harmless, and defend Party Place for any and all claims of any nature, arising out of the rental of the equipment while in their possession.
6. Customer agrees to Party Place’s right to enter the premises of the Customer at any time to repossess said equipment. Customer hereby waives any right of action against Party Place by reason of such taking or entry and agrees to reimburse Party Place cost related to repossession.
7. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it in any location other than listed on this contract.
8. Return of equipment: Customer agrees to return the equipment to Party Place during regular business hours as stated on this contract in as good condition as when received. Customer shall not leave items unsecured at our premises anytime.
9. Payment: Customer agrees to pay Party Place, upon demand:
 - a. All rates, charges, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this transaction. Payment is required two weeks prior to your event for orders over \$500.00. For all other orders, payment is required at the time of rental or before delivery. The credit card used for the reservations will be charged unless alternative payment is arranged. Returned checks will result in a \$50.00 charge and are subject to collections.
 - b. All linen orders require full payment at the time order is placed. Payment for linen orders is non-refundable if the order is canceled. We will confirm your reservation prior to placing the order.
 - c. Replacement cost for any loss or disappearance of equipment due to theft, conversion or other dishonest acts on part of any persons or persons of whom the issued property is entrusted or any person or persons in the service or employment of the lessee, whether or not occurring during the hours of such service of employment. Party Place reserves the right to consider the property lost, stolen or converted if not returned within ten (10) days of the date and time printed on the contract.
 - d. Credit Card. Customer authorizes Party Place to bill Customer’s credit card at any time of the reservation or upon receipt of the rented items or upon the return of the items at full replacement of items.
 - e. Payment Guarantee. If Party Place has agreed to charge a third party and the Customer (person signing the contract) has instructed Party Place to bill a third party, the Customer agrees to accept all charges in the event the third party fails to accept charges. Customer understands that they shall be responsible for all charges to the contract.
 - f. Final Audit. Customer understands that all charges are subject to final audit. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservations, rental or return.
10. Customer agrees to pay in full replacement cost, including labor and freight for all damages to rental equipment/items due to my cause whatsoever. Replacement shall be at full retail value based upon a single item.
11. Party Place offers no warranty, express or implied, on any of the equipment rented, including but not limited to the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and Party Place hereby disclaims all express or implied warranties, including without limitation, the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. Limitation of Liability. Party Place shall in no event be liable for special or consequential damages, including without limitation lost profits on any claim of any kind arising out of or in connection with the rental of equipment under this Agreement.
13. No Waiver. The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.
14. Non-Severability. In the event that any one or more of the provisions of this Consignment Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Consignment Agreement shall be unimpaired and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal, and enforceable, comes closest to the intention underlying the invalid, illegal, or unenforceable provision.
15. Cleaning and Return. All items must be returned in clean condition. The Party Place management shall have the final say as to any item’s cleanliness. An hourly cleaning fee of \$30.00 per hour shall be charged on any item that requires cleaning. All dishware shall be hot water rinsed with no food particles remaining, or stains in glasses.
16. Delivery. Party Place offers delivery and pick up services. Standard delivery consists of delivering the rented items to a nearby (25 feet) ground level site, outside the rear of our truck. If we need to move items or set up a venue, we will bill at an hourly rate per person. We will work to meet your delivery needs; however, scheduling will be done the week of your event and times are subject to change. Upon pick up, all items must be stacked/bagged in the same manner and location as delivered. Please note that we do guarantee that all items will be delivered to your event well in advance.
17. General Information. It is the client’s responsibility to verify all orders, either at will call or upon delivery. The client assumes responsibility of rental equipment once it has been signed for. The client is responsible for the equipment from receipt until return. It is the client’s responsibility to secure equipment when not in use and to protect it from weather at all times.
18. A load fee of 5% will be charged for will call orders being picked up and loaded for all orders over \$250. This fee may be waived at the discretion of Party Place. Items need to be returned in the same manner as loaded and in containers, bags or pallets as provided. A restacking charge will be assessed if items are incorrectly stacked or not returned as when picked up/delivered.
19. If Customer is renting a canopy, the Canopy Addendum is hereby incorporated herein and made a part of this Agreement.
20. Governing Law/Venue. This Agreement shall in all respects be governed by the laws of the State of Oregon. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in Jackson County Circuit Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.
21. Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

I agree to all of the above terms and conditions.

Customer

Dated