



Name _____ ("LESSEE") Phone _____

Address _____ D.L. # _____

Delivery Address _____

Date of Purchase _____ Delivery Date _____ Salesman _____

Please return completed contract to the following address:

**Schirbyz Party Rental
PO Box 503
Piqua, Ohio 45356**

LEASE AGREEMENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of the foregoing lease, LESSEE acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the Property leased herein during the entire time that Property is under LESSEE'S care, custody or control. LESSEE warrants and represents that he, she or it will at all time, supervise the safe use and operation of the Property leased herein. LESSEE further agrees that he/she/it is responsible for the full value of the Property leased herein in the event the Property is lost, stolen or damaged while in LESSEE'S care, custody or control SCHIRBYZ makes no warranties or representations, express or implied, about the safety of any of the Property leased.

IN FURTHER CONSIDERATION of this lease, the parties agree:

RELEASE

(1) LESSEE HEREBY RELEASES, WAIVES, AND DISCHARGES SCHIRBYZ, including its agents, servants, employees, officers managers and owners, from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the Property leased herein. This release is intended to include, but is not limited to, liability due to SCHIRBYZ negligence, regardless of whether such negligence is active or passive. This release is intended to discharge SCHIRBYZ from all liability for any injury to any and all person(s) and any and all Property connected with the lease of the Property specified herein. This includes, but is not limited to, Property damage, loss of the use of Property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation, and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized.

INDEMNIFICATION

(2) LESSEE shall be in full charge of the safe use and operation of the Property leased herein and promises and agrees to indemnify and hold SCHIRBYZ, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the Property leased herein.

(3) LESSEE further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by Ohio law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

SITE PREPARATION

(4) LESSEE shall be responsible for preparing site prior to set-up. If the site is not ready or accessible at the scheduled set up time, SCHIRBYZ reserves the right to not deliver the equipment.

(5) LESSEE is responsible for marking all underground utilities, wires, and lawn sprinkler systems prior to set-up. This includes contacting the local utility company to mark the site for underground utilities.

(6) If site is not properly marked prior to installation, SCHIRBYZ reserves the right to not deliver and install the Property.

INSTALLATION/SET-UP

(7) All tents must be anchored to the ground. Only SCHIRBYZ may move the tents once installed.

(8) LESSEE agrees that it will cover all tables included in the Property before use. Any table that is not covered before use by LESSEE shall be invoiced at full replacement value.

(9) SCHIRBYZ will strive to accommodate LESSEE delivery request.

WEATHER

(10) LESSEE acknowledges that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain. There may be some situations, involving strong winds and lightening, in which the tents will not provide protection and may be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. People must leave the tents and not seek shelter in tents during such conditions. LESSEE agrees that in the event severe weather strikes or is imminent, including excessive winds, SCHIRBYZ may dismantle any equipment previously installed to ensure safety of all parties.

CLEAN-UP/PREPARATION FOR PICK-UP

(11) All decorations of any kind shall be removed by LESSEE from tent or other rental equipment before scheduled pick-up time. SCHIRBYZ shall invoice an additional charge for clean-up/removal of any items. All chairs and tables shall be stacked in a designated location as delivered. Linens shall be food and particle free before placed in laundry bags. Linens that are returned with burns, wax, holes, tears, permanently stained, wet or damp with mildew, or otherwise unusable will be invoiced at replacement cost

(12) Broken, lost, or damaged items will be invoiced at full replacement value.

PAYMENT

(13) A non-refundable deposit of ___% of the entire order is required to hold the equipment. Cancellations or changes in orders will be accepted seven (7) days in advance of scheduled delivery date with no charge. Notice of less than seven (7) days will result in LESSEE paying for the entire order.

(14) Final payment is due on delivery with cash or check.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. LESSEE understands and agrees that no oral representations or statements have been made by SCHIRBYZ to representations set forth herein.

I (We) have read and understand the foregoing.

Date: _____ LESSEE: _____

THIS AGREEMENT. IT CONTAINS A DETAILED A DESCRIPTION OF THE RIGHTS AND OBLIGATIONS OF THE SCHIRBYZ AND LESSEE(S).