



116 Long Pond Road, Suite W-4, Plymouth MA 02360 (508)927-6909  
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### ***Conditions of Rental***

1. All rentals are for one day use. Items are generally delivered the day before, and picked up the day after (excluding Sundays and Holidays), at the standard delivery charge. During peak season, we may deliver 2 days prior and pick up 2 days following the event. Customers will be notified appropriately.
2. All rentals must be secured by a 50% deposit.
3. The balance of payment is due by the day of delivery, unless credit has been established in advance. Acceptable methods of payment are: Visa, MC, American Express, Discover, cash and checks.
4. There is no return on deposits for orders cancelled within 30 days of the event.
5. No changes or deductions may be made to an order 48 hours prior to the event. Some additions may be allowable within the 48 hour period, and may be subject to an additional labor charge.
6. Deliveries and pick ups are made during normal business hours, unless otherwise arranged. Additional charges may apply for modified delivery instructions. Delivery charges may vary based on geographical area and size of delivery. Set up and break down not available.
7. No credit will be given for unused items once delivered.
8. Customer shall use all property in a careful and proper manner, shall comply with all applicable laws and regulations, and shall return the property in the same condition and good repair as when received. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.
9. Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that A Plus Party Rental has not made or does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability or suitability of the property. A Plus Party Rental shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property, by any inadequacy thereof, of defect therein.
10. Customer shall indemnify A Plus Party Rental against any claim, action, damages, and liability, including attorney's fees, arising or connected with customer's use and possession of the rental property.
11. All rental equipment is to be stacked appropriately for pick up. All china, glassware, flatware and other food service equipment must be rinsed in hot water, free of food. Linens should be free of food and debris. Additional charges may be assessed for non-compliance. Customer shall have all equipment available for pick up by the contract date listed. Failure to have said equipment available will subject customer to an additional rental charge for each additional day.
12. In the event rental property is not returned, or is returned broken or in otherwise damaged condition, customer will be charged at cost price thereof, which shall be due upon billing in addition to the rental charge.
13. No goods may be moved from the place of delivery without written permission of A Plus Party Rental. Customer shall not deliver equipment to any individual other than A Plus Party Rental employee.

14. Every effort will be made to fill your order exactly as requested. If circumstances prevent A Plus Party Rental from doing so, A Plus Party Rental reserves the right to upgrade the quality or find a substitute product.

***Liability Release***

Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to bodily injury, illness and death), claims, penalties, suits, actions, costs and expenses, including attorneys fee, of whatsoever kind and nature, relating to or arising out of the use, condition, (including, but not limited to latent and other defects and whether or not discoverable by lessee or lessor), operation ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease.

Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits, or proceeding commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. Lessor may, in its sole discretion, elect to defend said actions on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorneys fees incurred by lessor in such defense.

The indemnities and assumptions of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

I agree to all terms and conditions of both pages of this rental agreement, both stated and implied.

\_\_\_\_\_  
***Customer Signature***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Customer name (print)***

\_\_\_\_\_  
***Authorized A Plus Representative***

\_\_\_\_\_  
***Street Address***

\_\_\_\_\_  
***Event Date***

\_\_\_\_\_  
***Town, State, Zip***

\_\_\_\_\_  
***Telephone***

\_\_\_\_\_  
***Email address***

