

The Dunn's Events and Entertainment Rentals
2348 Dunn Avenue
Jacksonville, Fl. 32218

Date: _____

ENTERTAINMENT EQUIPMENT RENTAL AGREEMENT

Event date: _____ Event Start Time: _____ Event End Time: _____
Event name: _____ Number of guests: _____
Renter's Name (herein "You" or "Your"): _____
Address: _____ City: _____
State: _____ Zip: _____
Company (if appl.): _____
Primary Phone: _____
Secondary Phone: _____
Email address: _____

RESPONSIBILITY OF USE AND DISCLAIMER OF WARRANTIES

You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS and SANBOY INVESTMENTS LLC harmless from and hereby release THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS and SANBOY INVESTMENTS LLC from, and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from DUNN'S EVENTS AND ENTERTAINMENT RENTALS and SANBOY INVESTMENTS LLC negligence, from the defective condition of the items, or any other cause. **YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

EQUIPMENT FAILURE

You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair and will immediately (one hour or less) notify THE DUNN'S of the facts. THE DUNN'S agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS AND SANBOY INVESTMENTS LLC shall not be responsible for injury or damage resulting from failure or defect of rented items.

USE OF EQUIPMENT

Renter agrees and covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to THE DUNN'S you were. Renter further agrees that the items will be used only at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items.

EQUIPMENT RESPONSIBILITY

Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labor costs. Renter shall pay a reasonable cleaning charge for rented items returned dirty.

Renter's Int. _____

TIME OF RETURN

Renters right of possession terminates upon the expiration of the rental period set forth on contract. Time is of the essence in this contract. Any extension must be agreed upon in writing

LATE RETURNS

Renter shall return rented items to THE DUNN’S during regular business hours, promptly upon, or prior to expiration of rental period. If renter does not timely return, the rental rate shall continue until items are returned.

PAYMENT

Renter shall pay all charges payable under this contract in advance, provided however that all forgoing shall not limit the amount payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, THE DUNN’S EVENTS AND ENTERTAINMENT RENTALS AND SANBOY INVESTMENTS LLC at our discretion may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder, a service charge of 2.0% per month on all past due accounts.

ADDITIONAL CHARGES

In addition to other charges and cost provided herein, renter shall pay charges in accordance with company rates then in effect for the following services.

Delivery and/or Pickup.

Delivery and/or Pickup from any location to other than ground level.

Setup of Tables and Chairs.

Delivery and/or Pickup after business hours, Saturdays, Sundays, and Holidays.

Packaging materials not returned.

Service calls.

Site planning and preparation.

DELIVERY AND PICKUP

Renter shall clean and repackage (in original packing) the rented items and if THE DUNN’S agrees to pick up rented items, renter shall make it available to THE DUNN’S for pickup at a mutually agreed and convenient accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by THE DUNN’S. Renter agrees to pay a service charge of twenty-five (25) dollars for delivery or pickup calls required by THE DUNN’S.

ALL DELIVERIES AND PICK-UPS WILL BE COMPLETE AT CURBSIDE. _____

CARE OF EQUIPMENT

In addition to its other obligations hereunder; Renter shall: Pay a reasonable cleaning charge for items returned accessibly dirty.

Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter.

INSURANCE

Renter shall maintain, at renter’s expense, liability, property and casualty insurance coverage in amount sufficient to fully protect THE DUNN’S EVENTS AND ENTERTAINMENT RENTALS/ SANBOY INVESTMENTS LLC and its equipment against any and all claims, loss, or damage of whatever nature or type.

SITE PREPARATION

Renter’s Int. _____

Renter agrees to have site clean and ready for delivery and installation or pickup of the equipment, and also agrees to pay an additional charge for any delay incurred along with any labor charges resulting in renter's failure to do so.

PERMITS AND LICENSES

Renter agrees prior to any installation of rental equipment including tents, to obtain at renter's expense, any and all necessary permits and licenses and other consents.

SUBSURFACE CONDITIONS

Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse THE DUNNS for any additional costs incurred as a result of undisclosed or subsurface conditions resulting additional cost to us.

HOLD HARMLESS AGREEMENT

Renter agrees to assume all risk, and agrees to hold THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS AND SANBOY INVESTMENTS LLC and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at of or relating to;

The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment.

Contact of underground utilities, pipes, or any condition on renter's property.

All necessary surface repairs.

Any injury or damage during use of rented equipment including inflatables

SECURITY DEPOSIT

Renter must secure rental equipment with a major credit card and a refundable security deposit of 75% of the total cost of the rented item at the time of reservation. Security deposit will be returned upon completion of event or cancellation. In case a major credit card is not available at time rental a refundable cash deposit is needed to rent all equipment. (See attachment A)

A non-refundable deposit fee of 50% of the total rental charge will be paid at time of reservation.

CANCELLATION

Renter may change or move date one time from the original deposit date and the deposit will be reapplied to a new date if reservation is postponed.

Duty to Indemnify.

RENTER hereby agrees to indemnify and defend THE DUNN'S, its Affiliates, Partners, Successors and Assigns from and against all claims, demands, actions, proceedings, liabilities, costs, and expenses based on any claim that: (i) arises from an alleged breach of RENTER's obligations, representations or warranties under this Agreement; (ii) arises from RENTER's actions or omissions.

Disputes.

If a dispute arises under this Agreement, , the parties agree to submit the controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) , in accordance with the rules of Chapter 682 of the Florida Statutes (Arbitration Code) which rules are deemed to be incorporated by reference into this clause, and judgment on the award rendered by a single arbitrator shall be entered in the jurisdiction of Duval County, Florida. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. The place of arbitration shall be Jacksonville, Florida. Notwithstanding the foregoing, either Party may bring proceedings in any court of any state for the purpose of seeking: (a) an Injunction, order or other non-monetary relief which could not be obtained by using ADR; or (b) any relief or remedy which, if it (or its equivalent) were granted by ADR and Chapter 682 of the Florida Statutes, would not be enforceable in such other state.

Renter's Int. _____

Legal Effect.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notices.

Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. RENTER shall have no right to (a) assign this Agreement, by operation of law or otherwise, without THE DUNN’S prior written consent which may be withheld as THE DUNN’S determines in its sole discretion. Any such purported assignment shall be void.

Severability.

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

Entire Agreement.

This Agreement, including the Attachments and the, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

Force majeure; legal restraint.

If either THE DUNN’S or RENTER is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with Subsequent Notice of same no more than two (2) Business Days after the onset of the conditions delaying or preventing performance.

Acknowledged, agreed and authorized by Primary Contact/Renter/Guarantor:
_____ date: _____

Acknowledged and agreed by THE DUNN’S EVENTS AND ENTERTAINMENT RENTALS/ SANBOY INVESTMENTS LLC:
_____ date: _____

Renter’s Int. _____

(ATTACHMENT A)

THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS CREDIT CARD AUTHORIZATION FORM

THE DUNN'S requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS (SANBOY INVESTMENTS LLC) to make a debit(s) to your credit card listed below. Once complete, please email to glb@thedunnsene.com.

By signing this form, you give THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS (SANBOY INVESTMENTS LLC) permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS (SANBOY INVESTMENTS LLC) to immediately charge my credit card account a date-hold deposit. if the duration of my event is more than a 24-hour rental period, an additional day charge will be charged for that rental period. note: date-hold deposits are non-refundable. This payment is for my event on _____

Please note that the rental fee balance will also be charged to this card thirty (30) days prior to your event. Bar, catering, equipment, furniture, and miscellaneous costs will be charged ten (10) days prior to your event. any additional costs that arise after that date will be charged within two (2) days of your event.

if you would like to use an alternative payment method (money order, additional credit card, cash) for the equipment rental fees please check here. _____

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. if the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address _____

Billing Phone _____

City, State, Zip _____

Email _____

Account Type: Visa MasterCard AMEx Discover

Cardholder Name _____

Account Number _____

Expiration Date _____(DD/YY) CVV2 Number _____ (3 digit number on back of Visa/Mastercard or 4 digits on front of AMEX)

SIGNATURE _____ DATE _____.

I authorize THE DUNN'S EVENTS AND ENTERTAINMENT RENTALS (SANBOY INVESTMENTS LLC) to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. i certify that THE DUNN'S an authorized user of this credit card and that i will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Renter's Int. _____

