

**PARTY RENTAL/INDOOR PARTY CENTER COMPANIES SAMPLE
CONTRACT PROVISIONS:**

****SAMPLE ONLY-CONSULT YOUR ATTORNEY FOR STATE
WORDING****

All contracts between the Insured (the Lessor) and the Lessee are to contain all of the following provisions.

A. 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 cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances beheld liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

B. 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.

C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

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.

D. DISCLAIMER OF WARRANTIES:

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contact, Lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby 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. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

E. MERGER CLAUSE:

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.