

CORTLAND PARTY CO., LLC RENTAL CONTRACT

SECTION I: GENERAL PROVISIONS

Operation

1. I / We (print names) _____ warrant and guarantee that I / We have the right of the owner of the property to use same for the equipment I have rented from Cortland Party Co., LLC.
2. I / We agree to provide a safe environment for the use of all items being rented and any attendant equipment by ensuring continuous supervision by competent adults. I / We agree to take full responsibility to follow the "rules of use" operation instructions and setup requirements, and take all precautions to protect the equipment from damage and misuse, and to protect any anticipated user of any rented equipment or any person that may reasonably be in the immediate area of the rented equipment while in use.
3. I / We understand we may designate responsible attendants or operators provided that the following conditions are met:
 - (1) Sufficient attendants must be present for all equipment and attractions.
 - (2) attendants must be 18 years or older;
 - (3) attendants must thoroughly understand the proper operation of the equipment, agree to the rules of use, and know its specific inherent hazards;
 - (4) attendants must be under direct supervision of renter or renting organizations' authorized agents, and have immediate access to them;
 - (5) attendant must have command presence necessary to maintain order of their responsible area;
 - (6) attendants may only operate or supervise one piece of equipment at a time;
 - (7) attendants must not be under the influence of any drugs or alcohol.

I / We acknowledge that the designation of such attendants does not transfer liability.

Terms of Rental

4. I / We understand and acknowledge that professional food concession equipment offered by Cortland Party Co., LLC may employ extremely hot cooking surfaces, scalding hot liquids, high speed rotating cutters, fast moving parts, high voltage electricity, powerful mechanical drives, open flames and other hazards. Improper use, proper use, or unforeseen mechanical failure may result in serious burns, cuts, loss of digits, loss of vision, broken bones, illness, disease, emotional distress, death and/or property damage to myself and/or my guests and invitees.
5. I / We agree to hold harmless and indemnify Cortland Party Co., LLC and their agents and representatives for damages or injury to persons and property resulting from the use and rental of equipment provided by Cortland Party Co., LLC. In the event Cortland Party Co., LLC should institute suit in court in connection with any disputed matter relative to this contract, or in the event a suit is brought against Cortland Party Co., LLC, arising out the use and rental of any equipment provided pursuant to this contract by Cortland Party Co., LLC, I / We shall be liable for all attorney fees and costs Cortland Party Co., LLC may reasonably incur.
6. I / We agree to have in effect a policy of liability insurance, which by its nature will afford coverage for the ongoing activities, equipment, or any other item provided by Cortland Party Co., LLC for any known or unanticipated injury or damage that may occur to any person or property.
7. I / We agree that in the event of an accident, we will cease operations immediately and contact Cortland Party Co., LLC promptly after any necessary emergency action is taken.
8. I / We understand that although Cortland Party Co., LLC carries a general liability insurance policy, I / We should in no way rely upon said insurance to provide any coverage for any accident or injury caused by the use of any Cortland Party Co., LLC rented equipment.
9. Cortland Party Co., LLC does not guarantee any equipment to be free of cosmetic, manufacturer's, nor other defect that may affect the safety or operation of the equipment.
10. I / We acknowledge that in the event any rental equipment is damaged or destroyed, I / We are liable for its repair or replacement cost.

Payment and Cancellation Policy

11. In order to hold a reservation, a deposit of 50% is required within 10 days of reservation. The balance is due upon delivery.
12. I / We agree to provide at least five days' notice to Cortland Party Co., LLC in the event of a cancellation of the planned activities. Failure to notify Cortland Party Co., LLC of cancellation may result in forfeiture of deposit.
13. In the event of rain and/or strong winds such that the equipment cannot be safely used, I / We may cancel delivery without penalty. For inclement weather cancellations, the deposit will either be returned or credited to a newly scheduled date, provided the desired equipment and dates are available.
14. Cortland Party Co., LLC retains the right at its discretion to not leave all or certain equipment at my / our premises due to space constraints, ground conditions, unsafe location or condition, inclement weather forecast, or any other reason which Cortland Party Co., LLC has the sole right to ascertain. In the event that Cortland Party Co., LLC refuses delivery for any reason, Cortland Party Co., LLC will not be held liable for any damages.

Setup Requirements – General

1. Renter is responsible to ensure that sufficient grounded electrical outlets are available within 100 feet of each piece of equipment as applicable. Equipment may only be powered by extension cords provided by Cortland Party Co., LLC. In the event of electrical failure, or unavailability of suitable power, no refunds or credits will be adjusted by Cortland Party Co., LLC. Cortland Party Co., LLC has generators available at an additional charge if electrical availability is a concern.
2. If at Cortland Party Co., LLC's sole discretion no suitable location can be found for any equipment, as outline herein, the equipment will not be used and there will be no refund.

3. I / We agree that if any provision of the user instructions or rules set forth herein by Cortland Party Co., LLC are not followed, the equipment, inflatable unit, attraction, concession equipment, dunk tank, game, or any other equipment provided by Cortland Party Co., LLC shall be rental shall be terminated absent refund.

4. I / We acknowledge that landscaping, yards, decorative lawn fixtures, or other related items may be damaged as a result of the use of any equipment Cortland Party Co., LLC provides pursuant to this contract.

SECTION II: CONCESSION EQUIPMENT

In addition to all relevant provisions set forth hereabove, the following applies specifically to concessions equipment.

I / We understand that Cortland Party Co., LLC agrees to provide professionally manufactured food service equipment that is maintained in accordance with manufacturers' recommendations. Cortland Party Co., LLC will not modify any equipment outside of exact specification and use only parts provided or recommended by the manufacturer. Cortland Party Co., LLC does not guarantee any equipment to be free of cosmetic nor manufacturer's nor other defects that may affect the safety or operation of the equipment.

Set-up Requirements / Concessions:

1. In the event of inclement weather, equipment must be located under a roof to prevent equipment damage and/or associated electrical hazards.
2. Equipment must be located away from games or activities to prevent unintended contact of children, or sports equipment such as stray balls, Frisbees, etc. to concessions.
3. I / We agree to provide a suitable sturdy table for location of concession equipment. Folding "card tables" or lightweight patio tables are not suitable to support heavy equipment. I / We agree to be liable for any damages caused by structural failure / collapsing of provided table.
4. Renter is responsible to ensure that sufficient grounded electrical outlets are available within 100 feet of each piece of equipment as applicable. Equipment may only be powered by extension cords provided by Cortland Party Co., LLC. In the event of electrical failure, or unavailability of suitable power, no refunds or credits will be adjusted by Cortland Party Co., LLC. Cortland Party Co., LLC has generators available at an additional charge if electrical availability is a concern.

Additional Rules of Use For All Concession Equipment

1. Cortland Party Co., LLC has the sole discretion to determine whether we have a sufficient and proper location to place and set up any and all concession equipment. If at Cortland Party Co.'s sole discretion no suitable location can be found nor proper set up available, the equipment will not be put in use. There will be no refund for same.
2. No person under the age of 18 years may operate equipment unless that person is provided by Cortland Party Co., LLC.
3. All persons operating the equipment must read and understand all user instructions.
4. Do not attempt to disable, override or cheat any safety mechanisms.
5. Cords must be run outside of walkways to prevent tripping, and staked or taped down wherever foot traffic may potentially occur.
6. No children under the age of 18 will be allowed to come near or in contact with, operate, or serve food to themselves or others from concession equipment.
7. Do not operate in rain or wet locations.
8. Anyone handling foodstuff shall wear food handling gloves.
9. Power down and secure equipment when not in use.
10. All foodstuffs used shall be wholesome, clean, unadulterated, and not spoiled.
11. Renters, operators and users will follow all safe handling instructions for any kind of food product used.
12. No child under the age of 18 shall be allowed to come near or in contact with any concession equipment.

Additional Rules of Use For Specific Concession Equipment

Hot Dog Cookers

1. Use only commercially produced precooked wieners/hot dogs. Do not use raw meats or sausages.
2. Load and remove hot dogs from racks or grooves only with food handling tongs to prevent contact with hot surfaces.
3. Turn power switch off when loading or removing hot dogs to prevent inadvertent binding or tangling with mechanical drives.
4. Maintain proper water levels in food warmers (when applicable).

Cotton Candy Makers

1. Turn off power before adding floss mix to spinner head. Do not overfill.
2. Keep hands away from rotating spinner in center of machine during use.
3. Protective clear bubble must remain in place at all times to prevent unauthorized hands in the bowl and also to contain any debris that may dislodge from spinner head in the event of mechanical failure.

Sno-Kone / Ice shavers

1. Keep hands and fingers clear of rotating cutter head.
2. Never place hands in ice chute for any reason.
3. If ice becomes lodged in ice chute, DO NOT put hands or foreign objects in chute to clear lodged ice. Simply wait for ice to melt.
4. Do not allow children to self-serve flavorings to avoid breakage of glass containers.
5. Ice machines typically drip or "sweat." Keep table and surrounding area dry to avoid slippery surface and water contact with electric cords.

Popcorn Poppers

1. Kettles and other metal surfaces are very hot. Avoid contact with metal surfaces.
2. Do not overfill kettle with oil or popping corn.
3. Use only oil approved for poppers in kettle. Never place butter, lard or any other liquid in kettle.
4. If glass heating bulb becomes broken, do not attempt to serve popcorn. contact Cortland Party Co., LLC for guidance.

Nacho Warmers / Cheese Machines

1. Avoid contact with hot metal surfaces.
2. Maintain proper water level in food warmers (when applicable).
3. Do not allow children to self-serve to avoid tipping chip warmers or accidental contact with hot cheese or scalding water.

SECTION III: GAMES

In addition to all provisions set forth hereabove, the following applies specifically to games.

Rules of Use For Games & Activities

1. Games and activities require responsible supervision or operation by an adult 18 years of age or older.
2. Attendants must read and understand all user instructions.
3. Ensure that games and activity participants are of appropriate age and physical ability to the game being offered.
4. Persons who are physically impaired, injured, have heart conditions or are pregnant shall not participate in activities such as sack races, tug-of-war, big foot or limbo.
5. Do not allow children to climb on games or use games in a manner inconsistent with its intended use. No horseplay with games.
6. Use only game accessories provided including bean bags, balls, rings, putting clubs, etc. Use of unauthorized accessories may result in damage to games at renter's expense.
7. Do not allow children to remove accessories from game proximity or use improperly or unsupervised. All game accessories must be used as the manufacturer intended. Pay special attention to sports equipment such as putting clubs.
8. Do not allow children do posses tug-of-war rope without adult attendant present.
9. Spin-art machine must have responsible attendant 16 years or older.

ACKNOWLEDGMENT AND AGREEMENT

I / We, _____, hereby acknowledge that we have read and fully understand Cortland Party Co., LLC's rental contract; that we will abide by all its terms and conditions; and that we have read and understood all user instructions provided by Cortland Party Co., LLC. We fully understand the potential for unanticipated danger associated with use of any and all equipment provided by Cortland Party Co., LLC.

I / We have read and understand, and agree to abide by, all of the terms of this contract.

Name of Renter Organization

Date: _____

Signature of Renter

Date: _____

Signature of Renter

Date: _____

Cortland Party Co., LLC