

- 9) **ALTERATIONS AND ATTACHMENTS:** No alterations in or attachments to the unit without prior written approval of the Lessor.
- 10) **WARRANTY:** The Lessor warrants that the unit leased under this Rental Agreement will be in good working order on the effective date on the Rental Agreement. The unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the unit or full refund of rental fee when the Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to, consequential damages, arising out of or in connection with the use or performance of the unit.
- 11) **TITLE TO THE UNIT:** Lessee agrees to keep the unit in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such unit. The unit will remain the property of the Lessor and may be removed by the Lessor at any time after the termination of this Rental Agreement. Lessee grants to Lessor the right to come upon Lessee's property at any reasonable time for the purpose of retaking possession of the unit(s).
- 12) **RELEASE OF LIABILITY:** The Lessee shall be in charge of the unit's operation and is fully responsible for its operation as well as return of the unit in good working order. Lessor and its officers, employees and agents do not assume, and are not responsible for, any liability as a result of damage or injury occurring to the Lessee, Lessee's invitees or guests, or to any other persons using the unit, and the Lessee further agrees to and does hereby hold harmless the Lessor and its officers, employees and agents of and from any claims for damages, injuries or costs suffered or incurred by the Lessee, Lessee's invited guests, or any other persons using the unit, and Lessee further agrees to pay for or otherwise reimburse Lessor for Lessor's reasonable attorney fees and related costs incurred in defending against any such claims involving the use and return of the unit, should legal service or action be required or necessary.
- 13) **ENTIRE AGREEMENT:** This rental agreement constitutes the full agreement between Lessor and Lessee. The unit(s) that is the subject of this Rental Agreement is in good working order and this is so acknowledged by Lessee.
- 14) **RAIN POLICY:** During periods of severe weather conditions (rain, high winds, etc.) Lessor reserves the right to cancel Lessee's reservation. If conditions are not too severe, Lessor will give the option of keeping the reservation or not. If Lessee decides to keep the unit for the term of this rental agreement, there will be no refund.
- 15) **DEPOSIT:** \$\_\_\_\_\_ is due along with signed contract to secure above referenced date and time of rental. Deposit is fully refundable for up to 48 hours prior to event date. If Lessee cancels reservation with less than 48 hours notice to Lessor, Lessor will keep full deposit.

By our/my signature, I/we acknowledge and agree to the above terms and conditions of this Agreement and agree to be bound to hereby.

**Authorized Beachmoonwalks Lessor:**

**Print Name :** X \_\_\_\_\_

**Sign Name:** X \_\_\_\_\_

**Authorized Adult Lessee:**

**Print Name:** X \_\_\_\_\_

**Sign Name:** X \_\_\_\_\_



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