



PARTY TRAINS 2 GEAUX, LLC RENTAL AGREEMENT

Contact Management:

O (225) 369-0018 or C (504) 616-3258

Email: info@partytrains2geaux.com

Web: www.partytrains2geaux.com

Rental Date _____ Phone: _____ Deposit: _____ Balance: _____

Customer Name: _____ Start Time: _____ End Time: _____

Delivery Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Child's Name (optional): _____ Age: _____ Boy Girl

Location Type (check one): Private Residence Business Apartment Park Other: _____

Any Special Instructions: _____

Event Type (check one): Birthday Party Parade Fundraiser Festival Family Reunion Graduation Party
 Corporate Event Summer Camp Church Event Holiday Party Other _____

Train Renting: Thomas Train Minnie Mouse Train Smiley Face Train Amusement Ride Other _____

Include "Birthday Crossing" Railroad Sign (Party Decoration): YES No (If yes, add \$20 – see website for picture)

Release and Acknowledgement of Risk

I, _____ as lessee (customer) understand and acknowledge that the activity to be engaged in through my rental of an interactive amusement device (Train) and/or any other equipment being rented, brings with it both known and unanticipated risk to myself, and my guests / invitees. Those risks include, but are not limited to falling, slipping, crashing, colliding and could result in injuries, illness, disease, emotional distress, death and/or property damage to myself and/or my guest/invitees.

I voluntarily release, indemnify, hold harmless and discharge **PARTY TRAINS 2 GEAUX, LLC** from ANY and ALL liability, claims, demands, actions, or right of action whether personal to me or to a third party which are related to arise out of or are in any way connected with any rental from **PARTY TRAINS 2 GEAUX, LLC** including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by **PARTY TRAINS 2 GEAUX, LLC** in the defense of any such liability claim, demand action, or right of action.

I acknowledge that I have adequate homeowners insurance, tenant insurance or other liability insurance to cover any bodily injury which might occur to myself, my guest or my invitees from the use of the equipment that I am renting and I agree to bear the cost of such injuries myself. I agree to bear cost of all the rental equipment that is stolen, lost and/or damaged and the customer is required to replace and/or repair the equipment rented and will be the property of **PARTY TRAINS 2 GEAUX, LLC**.

I, as the customer, voluntarily agree to follow and utilize safety rules that are explained to me prior to embarking the train. I warrant and represent that I am either the customer named below, or I am authorized and empowered to accept delivery of the equipment and to sign this agreement on their behalf. Further, I agree that I am also binding myself personally as an additional party to all of the terms and conditions of this agreement. (Continued on next page)

There must be a clear path for the train to operate and designated parking area, suitable for a Truck and Trailer, for the train to be unloaded. If there is not a clear path, the conductor will not set up the train. The conductor will not move any items blocking the path. Person renting the train must move all items blocking the path or delivery will be cancelled and deposit immediately forfeited. The train delivery and operation shall be located at the delivery address specified in the rental agreement, NO EXCEPTIONS. I give consent that photos or videos of me or my guests may be taken, with verbal permission, during my event.

Rules: All children under 8 years of age must be accompanied by an adult, NO EXCEPTIONS! Once you have been assisted with your seat belt, you will not be allowed to remove the seatbelt until the train has completely stopped. Absolutely no jumping, no horse playing, no standing, no fighting, no profanity, or pushing is allowed on the train. The train Conductor can remove any individual(s) from the train as deemed necessary, for the safety of other guests. **PARTY TRAINS 2 GEAX, LLC** reserves the right to terminate the rental at any time during the rental, if these rules are not adhered to. **PARTY TRAINS 2 GEAX, LLC** will not be responsible for any incidents; you are at your own risk.

Absolutely no "silly string", gum, candy, food, drinks, or any other sticky substances are allowed on the train. No pets allowed inside of the train, No Exceptions. Customer accepts responsibility and agrees to reimburse **PARTY TRAINS 2 GEAX, LLC** for any and all costs incurred to clean the train, if this policy is not adhered to by the customer and their guests.

Inclement Weather Policy: If bad weather is in the forecast, we will contact you prior to your event to inquire about your inclement weather plans. We will contact you the morning of your event to confirm your plans. If you still want the train, you are responsible for the remaining balance.

If the weather is bad when we arrive, we will wait until it clears to the point where we can safely operate the train. We will wait as long as possible, without interfering with the arrival time to our next scheduled event. If you contact our office the day before or the morning of your event to cancel due to bad weather, you will receive a rain check good for up to (1) year.

In the event there is heavy rain, strong winds, flooding, thunderstorms, lightning, hail, snow or sleet during your event, **PARTY TRAINS 2 GEAX, LLC** has the right to suspend (end) the equipment rental and NO REFUNDS WILL BE GIVEN. If there is a chance of bad weather in the forecast, we will inform you of this policy over the phone, in person and/or in writing, prior to your event.

No minor can sign this agreement. Person signing must be 21 years of age or older and ID must be seen by conductor.

FULL PAYMENT MUST BE MADE AT THE TIME OF DELIVERY: CASH AND ALL MAJOR CREDIT CARDS ACCEPTED (NO CHECKS)

Please have exact change; our drivers do not carry cash! All credit card transactions are subject to a surcharge/convenience fee.

With my signature, I accept the terms of this Rental Agreement.

Customer's Signature: _____

Date: _____

Deposits are Non-Refundable

We are determined to provide the best service in the industry. It is the conductor's responsibility to make sure the train / equipment is properly operated and is in reasonably clean condition. If you feel that the conductor has not done a satisfactory job in operating the train. Please call us immediately at (504) 616-3258.

CHILDREN MUST BE SUPERVISED AT ALL TIMES

Thank You for Your Business