

EMMANUEL PARTY RENTALS, LLC.

RENTAL AGREEMENT TERMS AND CONDITIONS

- 1.) UPON TERMINATION OF THIS AGREEMENT, LESSEE WILL IMMEDIATELY RETURN TO EMMANUEL PARTY RENTALS, LLC. PREMISES, DURING REGULAR BUSINESS HOURS, OR REQUEST PICK UP (FOR AN ADDITIONAL FEE), TO RETURN ALL ITEMS RENTED ON THIS RENTAL AGREEMENT.
- 2.) AT THE DISCRETION OF EMMANUEL PARTY RENTALS, LLC. PROPERTY MAY BE REPORTED STOLEN IF NOT RETURNED WITHIN FIVE (5) DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT OR PRIOR TO THIS TIME IF CIRCUMSTANCES INDICATE THEFT.
- 3.) WHEN THE AGREEMENT TIME IS EXTENDED FOR TWO (2) WEEKS OR LONGER, PAYMENT OF ADDITIONAL RENTAL CHARGES FOR EACH TWO (2) WEEK PERIOD IS DUE ON THE FIRST DAY OF EACH TWO (2) WEEK PERIOD. A LATE CHARGE OF 1.5% PER TWO (2) PERIOD MAY BE LEVIED UPON ANY BALANCE PAST DUE MORE THAN FOURTEEN (14) DAYS.
- 4.) DURING THE PERIOD UNTIL THIS AGREEMENT IS TERMINATED, LESSEE WILL IMMEDIATELY NOTIFY EMMANUEL PARTY RENTALS, LLC. OF ANY ADDRESS OR TELEPHONE NUMBER CHANGE.
- 5.) LESSEE REPRESENTS TO EMMANUEL PARTY RENTALS, LLC. THAT LESSEE IS NOT INSOLVENT AS DEFINED BY THE FEDERAL BANKRUPTCY ACT OR BY ANY OTHER DEFINITION, AND IS ABLE TO PAY ALL DEBTS AS THEY BECOME DUE.
- 6.) LESSEE WILL IMMEDIATELY DISCONTINUE USE OF THE RENTED PROPERTY SHOULD IT, AT ANY TIME WHILE IN THE POSSESSION OF THE LESSEE BECOME UNSAFE OR IN A STATE OF DISREPAIR, AND WILL IMMEDIATELY NOTIFY EMMANUEL PARTY RENTALS, LLC.
- 7.) LESSEE AGREES IF RENTED PROPERTY FROM EMMANUEL PARTY RENTALS, LLC. IS STOLEN, LOST OR DAMAGED LESSEE AGREES TO PAY EMMANUEL PARTY RENTALS, LLC. THE COST OF REPLACEMENT.
- 8.) EMMANUEL PARTY RENTALS, LLC. MAY TERMINATE THIS RENTAL AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE.
- 9.) LESSEE HEREBY GRANTS EMMANUEL PARTY RENTALS, LLC. PERMISSION TO LESSEE'S PROPERTY, AND GRANTS TO EMMANUEL PARTY RENTALS, LLC. SUCH RIGHTS AS LESSEE POSSESSES TO GO ON THE PROPERTY OF ANY PERSON TO RETAKE THE RENTED PROPERTY. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD EMMANUEL PARTY RENTALS, LLC. HARMLESS FOR ANY AND ALL CLAIMS OR COSTS ARISING FROM SUCH RETAKING BY EMMANUEL PARTY RENTALS, LLC.
- 10.) LESSEE AGREES NOT TO USE OR ALLOW ANYONE TO USE THE RENTAL PROPERTY FOR ANY ILLEGAL PURPOSE OR IN ANY ILLEGAL MANNER OR IN ANY UNSAFE MANNER. LESSEE AGREES AT HIS SOLE COST AND EXPENSE TO COMPLY WITH MUNICIPAL, COUNTY, STATE AND FEDERAL LAWS, ORDINANCES AND REGULATIONS, WHICH MAY APPLY TO THE USE OF THE RENTAL PROPERTY DURING THE RENTAL PERIOD. LESSEE AGREES TO PAY ALL LICENSES, FINES, FEES, and PERMITS OR TAXES ARISING FROM HIS/HER USE OF THE RENTAL PROPERTY, INCLUDING ANY SUBSEQUENTLY DETERMINED TO BE DUE. LESSEE IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND/OR LICENSES FROM THE APPROPRIATE GOVERNMENT AGENCIES. IF THESE AGENCIES SHOULD REQUIRE ADDITIONAL RENTED ITEMS, THE EXPENSE OF THESE ITEMS IS THE SOLE RESPONSIBILITY OF THE LESSEE. IF PERMITS OR LICENSES ARE DENIED FOR ANY REASON, LESSEE IS STILL RESPONSIBLE FOR ALL FINANCIAL AND OTHER OBLIGATIONS PURSUANT TO THIS AGREEMENT TO EMMANUEL PARTY RENTALS, LLC. OR ITS SUBCONTRACTORS.
- 11.) THE PREVAILING PARTY IN AN ACTION BROUGHT FOR THE RECOVERY OF FEES, RENT OR OTHER MONEYS DUE OR TO BECOME DUE UNDER THIS AGREEMENT OR BY REASON OF A BREACH OF ANY COVENANT HEREIN CONTAINED OR FOR RECOVERY OF THE POSSESSION OF SAID PROPERTY, OR TO COMPEL THE PERFORMANCE OF ANYTHING AGREED TO BE DONE HEREIN, OR TO RECOVER FOR DAMAGES TO SAID PROPERTY, OR TO ENJOIN ANY ACT CONTRARY TO THE PROVISIONS HEREOF, SHALL BE AWARDED ALL OF THE COSTS IN CONNECTION THEREWITH, INCLUDING, BUT NOT BY WAY OF LIMITATION, REASONABLE ATTORNEY'S FEES.
- 12.) IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL ONLY BE BROUGHT IN THE NORTH ORANGE COUNTY JUSTICE CENTER LOCATED IN FULLERTON, CALIFORNIA.
- 13.) LESSEE SHALL DEFEND, INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, ATTORNEY FEES, AND OTHER EXPENSES INCURRED BY LESSEE IN ANY MANNER FROM THIS RENTAL TRANSACTION, OR FROM THE USE OF PROPERTY BY ANY PERSON, INCLUDING CLAIMS OF OR LIABILITIES TO, THIRD PARTIES. LESSEE MAY PRESENT A CLAIM TO LESSEE'S INSURANCE CARRIER FOR SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, LESSEE SHALL HAVE FINAL RESPONSIBILITY TO LESSOR FOR ALL SUCH LOSSES.
- 14.) IF LESSOR BREACHES ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND/OR IF PROPERTY HAS ANY MECHANICAL FAILURE OR OTHER FAILURE NOT CAUSED BY LESSEE AND IF LESSOR IS LIABLE UNDER APPLICABLE LAW FOR SUCH BREACH OR PROPERTY FAILURE, LESSOR'S SOLE LIABILITY TO LESSEE AND LESSEE'S SOLE REMEDY IS LIMITED TO THE SUBSTITUTION OF ANOTHER SIMILAR PROPERTY BY LESSOR TO LESSEE AND TO RECOVERY BY LESSEE OF THE PRO RATA DAILY RENTAL RATE FOR THE PERIOD IN WHICH LESSEE DID NOT HAVE USE OF THE PROPERTY OR SUBSTITUTE PROPERTY. LESSEE WAIVES ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO LESSEE AND SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO LESSEE.

PRIVACY POLICY

- 1.) **EMMANUEL PARTY RENTALS, LLC. COMMITMENT TO ONLINE SECURITY:** PHYSICAL, ELECTRONIC AND MANAGERIAL PROCEDURES HAVE BEEN EMPLOYED TO SAFEGUARD THE SECURITY AND INTEGRITY OF PERSONAL INFORMATION. EMMANUEL PARTY RENTALS, LLC. ENCRYPTS BILLING INFORMATION WHEREVER EMMANUEL PARTY RENTALS, LLC. REQUESTS IT. ALL EMMANUEL PARTY RENTALS, LLC. AGENTS AND CONTRACTORS WITH ACCESS TO PERSONAL INFORMATION OBTAINED ON THE EMMANUEL PARTY RENTALS, LLC. WEB SITE ARE ALSO BOUND TO ADHERE TO THIS POLICY AS PART OF THEIR CONTRACT WITH EMMANUEL PARTY RENTALS, LLC..
- 2.) **PERSONAL INFORMATION THAT EMMANUEL PARTY RENTALS, LLC. MAY COLLECT ONLINE:** THE EMMANUEL PARTY RENTALS, LLC. COLLECTS PERSONAL INFORMATION ONLINE, INCLUDING NAMES, POSTAL AND E-MAIL ADDRESSES, PHONE AND FACSIMILE NUMBERS, AND BILLING INFORMATION. EMMANUEL PARTY RENTALS, LLC. MAY ALSO COLLECT BUSINESS INFORMATION FROM SOLE PROPRIETORSHIPS THAT APPLY FOR CREDIT, SOME OF WHICH COULD CONSTITUTE PERSONAL INFORMATION, AS WELL AS PERSONAL INFORMATION FROM INDIVIDUALS ACTING SOLELY IN THEIR BUSINESS CAPACITY. EMMANUEL PARTY RENTALS, LLC. DOES NOT KNOWINGLY COLLECT OR MAINTAIN ANY PERSONAL INFORMATION FROM CHILDREN UNDER THE AGE OF 13. IN ADDITION, NO PART OF OUR SITES ARE DESIGNED WITH THE PURPOSE OF ATTRACTING ANY PERSON UNDER AGE 13.
- 3.) **HOW EMMANUEL PARTY RENTALS, LLC. USES PERSONAL INFORMATION COLLECTED ONLINE:** UNLESS YOU OTHERWISE CONSENT, WE WILL USE YOUR PERSONAL INFORMATION ONLY FOR THE PURPOSE FOR WHICH IT IS SUBMITTED, SUCH AS TO REPLY TO YOUR EMAILS, HANDLE YOUR COMPLAINTS, AND PROCESS BILLING AND BUSINESS REQUESTS. AT CERTAIN POINTS WHERE PERSONAL INFORMATION IS COLLECTED ON OUR SITE, THERE MAY BE A BOX WHERE YOU MAY INDICATE YOU WOULD LIKE TO BE ON A MAILING LIST TO RECEIVE INFORMATION ABOUT OTHER EMMANUEL PARTY RENTALS, LLC. PROGRAMS AND SERVICES. THIS ELECTION BOX ONLY APPEARS IN PLACES WHERE THE DEPARTMENT COLLECTING PERSONAL INFORMATION MAINTAINS SUCH LISTS. AT ANY TIME YOU CAN ADD OR REMOVE YOUR NAME FROM A CBBB LIST BY CONTACTING US AT PRIVACY@EMMANUELPARTYRENTALS.NET.
- 4.) **WE NEVER SELL OR RENT YOUR PERSONAL INFORMATION.:** EMMANUEL PARTY RENTALS, LLC. MAY ALSO RELEASE PERSONAL INFORMATION UNDER THE FOLLOWING CIRCUMSTANCES: *WHERE RELEASE IS REQUIRED BY LAW (FOR EXAMPLE, A SUBPOENA) OR REGULATION OR IS REQUESTED BY A GOVERNMENT AGENCY; *WHERE OUR RECORDS INDICATE A COMPANY MAY BE ENGAGED IN FRAUDULENT ACTIVITY OR OTHER DECEPTIVE PRACTICES THAT A GOVERNMENTAL AGENCY SHOULD BE MADE AWARE OF; *TO APPROPRIATE PERSONS, WHERE YOUR COMMUNICATION SUGGESTS POSSIBLE HARM TO OTHERS.
- 5.) **HELP US KEEP YOUR PERSONAL INFORMATION ACCURATE.:** IF YOUR PERSONAL INFORMATION CHANGES OR YOU WOULD LIKE TO REVIEW THE PERSONAL INFORMATION WE MAY HAVE ON FILE, PLEASE E-MAIL US WITH THE NEW INFORMATION OR YOUR REVIEW REQUEST AT PRIVACY@EPARTYRENTALS.COM. LET US ALSO KNOW WHAT LED TO YOUR SUBMISSION OF PERSONAL INFORMATION SO WE MAY EFFICIENTLY LOCATE YOUR INFORMATION.
- 6.) **COMPUTER TRACKING AND COOKIES:** OUR WEB SITES ARE NOT SET UP TO TRACK, COLLECT OR DISTRIBUTE PERSONAL INFORMATION NOT ENTERED BY VISITORS. OUR SITE LOGS DO GENERATE CERTAIN KINDS OF NON-IDENTIFYING SITE USAGE DATA, SUCH AS THE NUMBER OF HITS AND VISITS TO OUR SITES. THIS INFORMATION IS USED FOR INTERNAL PURPOSES BY TECHNICAL SUPPORT STAFF TO PROVIDE BETTER SERVICES TO THE PUBLIC AND MAY ALSO BE PROVIDED TO OTHERS, BUT AGAIN, THE STATISTICS CONTAIN NO PERSONAL INFORMATION AND CANNOT BE USED TO GATHER SUCH INFORMATION. A COOKIE IS A SMALL AMOUNT OF DATA THAT IS SENT TO YOUR BROWSER FROM A WEB SERVER AND STORED ON YOUR COMPUTER'S HARD DRIVE. EMMANUEL PARTYRENTALS.NET USES NON-IDENTIFYING COOKIES TO PROVIDE EASIER SITE NAVIGATION AND ACCESS TO FORMS. YOU CAN STILL USE THE SITE IF YOUR BROWSER IS SET TO REJECT COOKIES. OUR COOKIES DO NOT GENERATE PERSONAL DATA, DO NOT READ PERSONAL DATA FROM YOUR MACHINE AND ARE NEVER TIED TO ANYTHING THAT COULD BE USED TO IDENTIFY YOU.
- 7.) **PROBLEMS OR COMPLAINTS WITH EMMANUEL PARTY RENTALS, LLC. PRIVACY POLICY:** IF YOU HAVE A COMPLAINT ABOUT EMMANUEL PARTY RENTALS, LLC. COMPLIANCE WITH THIS PRIVACY POLICY, YOU MAY CONTACT US AT privacy@EPartyrentals.com.