

**THE PARTY AFFAIR, LLC**

733 Brehmer Lane # 5

PO Box 682

Fredericksburg, TX 78624

Phone: 830-997-1921 Cell: 830-456-9633

www.party-affair.com

PLEASE NOTE: All products provided by The Party Affair are completely alcohol free. The Party Affair does not recommend nor encourage the consumption of alcoholic beverages and we will not be responsible for accidents or injury resulting from the consumption of alcohol during or following the use of equipment or products provided by The Party Affair.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Delivered | Returned | Balance | Description | Price | Per | Amount |
| 4 |  |  | MIX Margarita | 22.95 | Ea. | 91.80 |
|  |  |  | MIX |  |  |  |
|  |  |  | CUPS |  |  |  |
|  |  |  | MIXING CONTAINER |  |  |  |
| 1 |  |  | MACHINE RENTAL | 125.00 | ea | 125.00 |
|  |  |  |  |  |  |  |
|  |  |  | \*DELIVERY CHARGE/After hours pick up charge |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  | SUBTOTAL | | 216.80 |
|  |  |  |  | DELIVERY | | 40.00 |
|  |  |  |  | SALES TAX | | 21.19 |
|  |  |  |  | DEPOSIT | |  |
|  |  |  |  | BALANCE | | 277.99 |

Margarita Contract

I HAVE READ AND I AGREE TO THE CONTRACT TERMS ON THE FRONT AND BACK OF THIS INVOICE, WHICH CONTITUTES OUR ENTIRE AGREEEMENT. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN.

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*Customer*) DL# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF OTHER THAN LESEE, SIGNER REPRESNTS HE IS AGENT OF AND AUTORIZED TO SIGN FOR LESSEE.

FAILURE OR REFUSAL TO RELINQUISH RENTAL PROPERTY WITHIN 24 HOURS AFTER THE AGREED RENTAL PERIOD HAS EXPIRED, OR THE PRESENTING OF FALSE, FICTICIOUS OR MISLEADING INDENTIFICATION TO THE PARTY AFFAIR SHALL BE PRIMA FACIE EVIDENCE OF AN INTENTION TO COMMIT LARCENY.

**\*$500 PENALTY FOR UNAUTHORIZED CUSTOMER TRANSPORT OF MACHINE.**

The Party Affair

733 Brehmer Lane Unit #5

P.O. Box 682

Phone: 830-997-1921 | Fax: 830-990-1168

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NAME: Ymelda Vaughn . DATE: 3-23-19

DELIVERY ADDRESS: The Venue at Rafter E Phone

ORDER DATE: 8-14-2018

MAILING ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DELIVERY DATE: 3-23-19 (9:00pm)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PICK UP DATE 3-24-19 (9:00am)

I confirm that the margarita machine(s) I receive is/are in proper working condition as demonstrated to me by The Party Affair’s delivery personnel.

I also acknowledge that I have been informed of the phone numbers I must call DURING FIRST TWO HOURS OF RENTAL PERIOD if I have any questions about the operation of the equipment. Main office number is 830-997-1921. After hours I can contact the person on call whose number is written below.

I understand that any problem with equipment must be reported during RENTAL PERIOD. In addition, I confirm that I have been instructed to turn machine on at least on hour before my event; to make sure machine or machines are plugged into their own circuit separated from other appliances and that I am to use ONLY heavy extension cord if needed, (provided at no charge by The Party Affair). Lastly, I have been informed to switch machine to clean on the last batch when machine reservoir is almost empty to prevent machine from freezing-up.

Emergency Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Driver on call:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Same PM pick up \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

applied against the purchase or cost of repair of damaged or lost goods. Equipment damaged beyond repair will be paid for at its Fair Market Value while rented. The cost of repairs will be borne by Customer, whether performed by Dealer, or, at Dealer’s option, by others.

**9. TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 1 ½% per month (ANNUAL RATE OF 18%) is to be charged on all overdue accounts.

**10. COLLECTION COSTS.** Customer agrees to payall reasonable collection, attorney’s and court fees and other expenses involved in the collection of the charges or enforcement of Dealer’s rights under the contract.

**11. REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

**12. DISCLAIMER OF POLICY.** Customer acknowledges that he is not the agent of Dealer for any purpose.

**13. FAILURE TO RETURN GOODS AT AGREED TIME AND DATE.** In the event the goods are not returned at this time, Customer agrees to pay for any damage to or loss of the goods occurring between the agreed time and date and actual time-date of return or pick up.

**14. DISCLAIMER OF MANUFACTURE.** Customer agrees that Dealer is neither the manufacture of the goods nor the agent of the manufacture.

**15. USE OF GOODS.** Customer agrees that the goods shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators.

**16. TITLE.** This agreement is not a contract of sale. Title to the goods is and shall remain in Dealer.

**17. SEVERABILITY.** The provisions of the agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

**18. INDEMNITY.** Customer agrees to indemnity and reimburse Dealer for all liabilities to Customer, his agents or third parties, arising out of the use of the goods or a breach of this contract by Customer, including those arising from Dealer’s negligence.

**1. INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.

**2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.

**3. WARRANTIES, THERE ARE NO WARRANTIES ON MERCHANT-ABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED.**  There is no warranty that the equipment is suited for Customer’s intended use, or that it is free from defects.

**4. HOLD HARMLESS AGREEMENT.** Customer agrees to assume the risks of, and hold Dealer harmless for, property damage and personal injuries caused by the equipment and/or arising out f Dealer’s negligence.

**5. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract:

1. Use for illegal purposes or in illegal manner.
2. Use when the equipment is in bad repair or is damaged
3. Improper, unintended use or misuse.
4. Use by anyone other than Customer of his employees, without Dealer’s written permission.
5. Use at any location other than the address furnished Dealer without Dealer’s permission.

**6. ASSIGMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Dealer may assign his rights under this contract without Customer’s consent, but will remain bound by all obligation herein. Customer may not sublease or loan the equipment without Dealer’s written permission. Any purported assignment by Customer is void.

**7. TIME OF RETURN**. Customer’s right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed on in writing.

**8. DIRTY, DAMAGED OR LOST EQUIPMENT.** Customer agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, expect reasonable wear and tear, while the goods are out of the possession of the Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment dirty. Accrued rental charges cannot be