

Frozen Fusion...Ice Cold Creations

470-745-0333 | 2440 Wisteria Drive, #1932, Snellville, GA 30078 | <https://www.frozenfusion.biz/>

Rental Contract

PLEASE NOTE: All products provided by Tano Enterprises, LLC dba Frozen Fusion are 100% alcohol free. Frozen Fusion 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 Frozen Fusion.

Customer Agreement

TO BE COMPLETED BY THE DRIVER

Driver: _____

Deliver Date/Time: _____

Driver Phone #: _____

Pick-Up Date/Time: _____

Recommended Package(s) (A, B, or C): _____

Payment Type (CC, Cash, etc.): _____

Anticipated # of Event Attendees: _____

Location Name (Home, Office, etc.): _____

NOTES: _____

CUSTOMER: PLEASE COMPLETE, REVIEW & INITIAL THIS SECTION

Customer Name: _____

Customer Cell Phone: _____

Other Phone: _____

Delivery Address: _____

Special Instructions (Stairs, Obstacles, etc.): _____

- **CONDITION OF EQUIPMENT** | I confirm that the slushy machine(s) I received is/are in proper working condition as demonstrated to me by the Froze Fusion deliver personnel.
- **OPERATIONAL QUESTIONS** | I acknowledge that I have been informed of the phone numbers that I must call DURING THE FIRST TWO HOURS OF THE RENTAL PERIOD if I have any questions about the operation of the equipment (*Our contact information is at the top of this form. You may also reach us the website chat feature. Please use the same contact information after hours.*).
- **EQUIPMENT CONCERNS** | I understand that any problem with the equipment must be reported during the RENTAL PERIOD.
- **POWERING EQUIPMENT** | I confirm that I have been instructed to turn the machine(s) on at least one hour before the start of my event to make sure machines are plugged into their own dedicated circuit separated from other appliances and that I am to use ONLY 1 heavy extension cord, if needed (which may be provided at no additional charge by Frozen Fusion) which must be within 50 feet of the outlet or damage may occur to the machine compressor and/or cause the machine to be very loud.
- **CLEANING/ EQUIPMENT WRAP-UP** I have been informed to switch the machine to the clean position after the last batch when the machine reservoir is almost empty. This will prevent the machine from freezing up.
- **RECOURSE** | I hereby waive all rights of recourse if I have not rented the following recommended number of machines for my expected number of guests.

I have read and I agree to the contract terms in this Rental Contract, which constitutes our entire agreement. There are no oral or other representations not included herein.

CUSTOMER: Sign & Date: _____

IF OTHER THAN CUSTOMER, SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR CUSTOMER | Failure or refusal to relinquish rental property within 24 hours after the agreed rental period has expired, or the presenting of false, fictitious, or misleading identification to the Frozen Fusion personal shall be prima facie evidence of an intention to commit larceny. There will be a \$500 penalty for unauthorized customer transport of the machine.

Terms & Conditions

- DEFINITIONS** | The term "Company" refers to Tano Enterprises, LLC dba Frozen Fusion. The terms "Customer", "you", "yourself", and "your" refer to the renter of the items indicated on the reverse side. The terms "item" or "items" refer to such rental equipment. Both sides of this document are referred to as the "Rental Contract".
- CUSTOMER ACKNOWLEDGMENT** | You acknowledge that the items you are renting are the property of the Company. You further acknowledge that prior to signing this Rental Contract, you had the opportunity to read it and to read any applicable instructions and warnings, if any, provided by the manufacturer of the items. You also acknowledge that you have been afforded the opportunity to examine the items, see them in operation (if appropriate), and that you received the items in good condition, except for any damage that does not affect the performance of the items, and that has been specifically noted by with the Company or yourself on the reverse side of this Rental Contract prior to your signing it, and that you are obligated to return the items to the company in the same condition except for ordinary wear and tear. You agree that you are satisfied with the instructions given by the Company in how to properly use the items, or if none was given, that you represented that you were knowledgeable in the proper use of the items and declined such instruction.
- Release, indemnification, and exclusion of certain warranties.** You agree to assume all risks in the use and operation of any and all of the items. You agree that you will have full and complete responsibility to defend the company and to indemnify and hold the company harmless by paying for any and all claims for property damage, bodily injury and death resulting from your rental, use, operation or possession of any of the items, even if the damage or injury resulted from defective items or the company's own negligence, or for any other reason, you also hereby release the company from all of the types of claims described in the previous sentence. You also agree that all equipment is rented to you "as is" without any warranty of merchantability, fitness for a particular purpose or any express or implied warranty of any kind whatsoever.
- USE OF EQUIPMENT** | You agree to use the items only for the purpose for which they were intended. You further agree to use the items in strict accordance with any and all applicable instructions and warnings, if any, pertaining to them. You agree not to transfer the items to any other person, not to further lease or sublease them, and not to permit them to be operated by others. Your failure to honor your obligations under the previous two sentences is a breach of this rental contract and a default on your part.
- PROBLEMS WITH EQUIPMENT** | If any problems with the use or operation of an item occurs while you are renting it, or if it appears that an item might have become unsafe or might require repair, you agree that you will immediately discontinue all further use or attempts to use it, and that you will contact the Company promptly. In such case, the Company reserves the sole and exclusive discretion to repair or replace the items within a reasonable time after you return it, or to adjust the rental, or both.
- RESPONSIBILITY FOR EQUIPMENT** | You agree that you are responsible for the safekeeping of the items from the time you rent them until the time you return them to the Company. You agree to return the items to the Company in the same condition as you received them, less ordinary wear and tear. If the items are damaged in any way under any circumstances while you are renting them, you agree to be responsible for all charges for parts, labor, and repairs. If the items cannot be repaired or if the cost of repair exceeds an item's fair market value, or if an item is lost, stolen, or misplaced while you are renting it, then you agree to pay the Company the items fair market value. If you return any item in an unclean condition, you agree to pay additional cleaning charges, as established by the Company. **The payments described in the previous two sentences may not be your only obligation in these cases. The company has other rights under paragraphs 8, 9 and 10 of this rental contract.**
- LATE RETURN OF EQUIPMENT** | You understand and agree that the items are leased to you for the period of time and at the rental rate shown while booking. If you want to extend the rental beyond this time, you must immediately notify the Company. The Company reserves the right to approve or deny any request by you to extend the rental. The Company also reserves the right to establish a different rental rate for any extension that it approves. If you fail to return any item when due, the Company may protect its property and contract rights by entering your property to retake the item and you hereby waive any claims or right of action against the Company in connection with such an entry or retaking. Also, acknowledge that the refusal to return any item when due, any sale of an item, or any concealment of an item from the Company may constitute crimes, and in such event, that the Company, in addition to its other rights, may contact the authorities and/or file criminal complaints.
- PAYMENT AND COLLECTION COSTS** | All rental or other charges that have not been paid by you in advance are due upon the return of the items to the Company, or the Company's demand. You agree, in addition, to pay all attorney's fees, collection fees and other expenses that the Company may incur in collecting any charges that are due from you, and in otherwise exercising any of the Company's rights or remedies and in enforcing your obligations under this Rental Contract. If you have rental or other charges billed to a business or person other than yourself, you represent to the Company that you are the authorized agent of that business or person, but agree to remain responsible for all charges, responsibilities, and obligations under the Rental Contract. If rental charges owing are not paid within ten (10) days of the due date, you agree that the Company may recalculate charges on a daily rental basis.
- CUMULATIVE RIGHTS AND REMEDIES** | The Company reserves all the rights and remedies are cumulative. The fact that a payment or a remedy may be stated in the Rental Contract does not exclude any additional rights or remedies that may be available to the Company under law.
- COMPLETENESS OF CONTRACT; MODIFICATION AND WAIVER** | This Rental Contract is intended to be the complete and exclusive statement of the terms of the agreement between the Company and the Customer. There are no side agreements either verbal or written. There can be no future changes verbally or by any means other than a signed letter by the Company and made a part of this Rental Contract. The acceptance of any payment by the Company or the failure by the Company to exercise any of its rights or remedies does not waive any default or breach of the Customer's obligations under this Rental Contract.

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