

**PARTIES ARE US INC. / H & H ENTERPRISES  
TERMS AND CONDITIONS (RETAIL)  
PAYMENT**

Terms on all sales and rentals are DUE AT TIME OF SALE OR RENTAL, unless otherwise stated in a written agreement prior to the purchase or rental of said items. Any change in terms will appear on the face of this document as provided by PARTIES ARE US INC./H & H ENTERPRISES. Should the event, company, organization, etc. fail to pay this bill, I agree to be personally responsible for the debt due to PARTIES ARE US INC./H & H ENTERPRISES. If charges are not paid and legal action must be taken, all discounts, coupons, and special pricing will be reverted back to full price charges plus all court and legal costs will be added.

**SERVICE CHARGES**

A service charge of one and one half (1.5%) per month, or the maximum lawful rate, whichever is lower, on the unpaid balance until paid will be assessed monthly on past due accounts and a late payment fee of \$25.00 per month will be added to all unpaid accounts regardless of the amount of the unpaid balance and Customer hereby agrees to pay all such service charges assessed.

**TAXES**

Customer shall pay the amount of any sales, use, compensating, intangibles, gross income or the like tax, or similar charges levied by any government authority in connection with this order, but not including taxes payable on PARTIES ARE US INC./H & H ENTERPRISES' net income.

**REFUND POLICY**

A receipt must accompany all returns. Refunds will be given in full for items purchased for up to 10 days from the date of purchase. Items returned without a receipt, or after the 10 days, will be given store credit. Items returned after 30 days will be given store credit less a 25% restocking fee.

**DEPOSIT ON PURCHASES**

Customers that receive special purchase agreements that require 50% deposit on purchases with the remainder to be paid upon completion of event will be allowed to remove merchandise from premises with payment of 50% of the total purchase. They will also be permitted to return merchandise up to but not over the base 50% paid at the time of removal based on the above refund policy. In the event that the organization has to return more than the base 50%, they will not be allowed to return merchandise without a 50% restocking fee on all items. Items returned after the 30 days will be charged a 50% restocking fee.

**LAYAWAY PURCHASES**

Items placed on layaway will be subject to a down payment at the time of purchase not to exceed 50% of total purchase price. Payments must be made at least every two weeks. If the customer fails to make regular payments, items will be placed back into inventory and any and all monies paid will be forfeited to PARTIES ARE US INC./H & H ENTERPRISES.

**SPECIAL ORDERS**

Items that are special ordered for customers must be paid for at the time of the order, or will require a 50% non-refundable deposit. However, if PARTIES ARE US INC./H & H ENTERPRISES fails to provide items due in part, but not limited to supplies failure to ship in a timely manner, refunds will be given for any monies collected. PARTIES ARE US INC./H & H ENTERPRISES assumes no responsibility for any damages created due to failure to provide items due in part but not limited to suppliers or any other parties involved in the transportation or sale of any items special ordered. Customer must allow at least 2-3 weeks for special orders to arrive unless otherwise stated.

**RETURNED CHECKS**

A returned check fee of \$30.00 will be applied to any and all checks returned from a customer. The customer will be turned over to the authorities if they fail to make good on the debt within 10 days.

**TRANSPORTATION**

All sales are FOB point of shipment unless otherwise expressly stipulated by PARTIES ARE US INC./H & H ENTERPRISES. The risk of loss or destruction of or damages to the products shall be on the Customer from and after delivery of the product to the Customer or carrier, whichever occurs first.

**CLAIMS**

Any claims for shortages, damaged products or nonconformance of products with the order must be made in writing, within (10) ten days after receipt of shipment and PARTIES ARE US INC./H & H ENTERPRISES must be afforded an opportunity to investigate.

**HELIUM TANK RENTALS**

RELEASE AND ASSUMPTION OF RISK. The undersigned is buying or renting specialty gases from PARTIES ARE US INC./H & H ENTERPRISES that they will move by car. PARTIES ARE US INC./H & H ENTERPRISES has told the Customer listed on reverse side that: Putting gas cylinders in cars or vans can be dangerous and should be avoided. Gas cylinders must never be moved in closed spaces such as car trunks. IT IS EXTREMELY DANGEROUS AND COULD CAUSE EXPLOSION OR FIRE. Gas cylinders should be moved in an upright, fixed position with windows open for ventilation. If cylinders are moved lying down, they must be fastened so that they cannot move, with windows open for ventilation. It would be safer to wait and move the cylinder by open truck. The undersigned still wants to carry the gas cylinder by car or van now. Therefore, the undersigned: ASSUMES THE RISK, of bodily injury to the undersigned or others in the car or van, or of loss or damage to the vehicle or other property, and RELEASES PARTIES ARE US INC./H & H ENTERPRISES and its employees, officers and directors from any liability for bodily injury or loss or damage to any property resulting from their transporting any gas cylinder by car or van.

**EQUIPMENT RENTALS**

Customer acknowledges receipt of the described personal property. The parties agree that the property was inspected by PARTIES ARE US INC./H & H ENTERPRISES and personally examined by Customer at the time of delivery to and acceptance by Customer and that the property was in good and serviceable condition. Title to the rented property is and at all times shall remain PARTIES ARE US INC./H & H ENTERPRISES. Customer agrees that PARTIES ARE US INC./H & H ENTERPRISES is neither the manufacturer of said property nor an agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given. Customer agrees that in the event any of the property becomes unsafe or in a state of disrepair, Customer will immediately discontinue the use thereof and promptly return it to PARTIES ARE US INC./H & H ENTERPRISES. Upon receiving such property, if its condition is not the fault of the Customer, PARTIES ARE US INC./H & H ENTERPRISES agrees to replace such property with property of like kind and in good working condition. Upon termination of this agreement, Customer will promptly surrender the rented property and all attachments and parts belonging thereto, to PARTIES ARE US INC./H & H ENTERPRISES, at the same location(s) the equipment was delivered, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damages to or loss of such property or its attachments or parts at current

**PLEASE SIGN AND RETURN (1) COPY OF THIS CONTRACT TO THE ADDRESS ON THE FRONT OR FAX IT TO THE FAX NUMBER ON THE FRONT OF THIS INVOICE/CONTRACT. CONTRACT AND BOOKING FEE MUST BE RETURNED WITHIN 15 DAYS OF DATE EVENT WAS BOOKED ON FRONT OF THIS CONTRACT, or THERE MAY BE AN ADDITIONAL SERVICE FEE CHARGED IN THE AMOUNT OF \$100.00. ONCE EVENT IS ORDERED, THE ABOVE TERMS BECOME EFFECTIVE!**

replacement cost, while in the possession or control of Customer hereunder. PARTIES ARE US INC./H & H ENTERPRISES shall not be liable in any event to Customer for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof. Customer agrees to indemnify and save harmless PARTIES ARE US INC./H & H ENTERPRISES against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of Customer. Customer will give PARTIES ARE US INC./H & H ENTERPRISES immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify PARTIES ARE US INC./H & H ENTERPRISES against all loss and damages caused by any such action, including PARTIES ARE US INC./H & H ENTERPRISES reasonable attorney's fees and expenses. Customer will not retain the leased property beyond the "Rental Time" without prior notice to and the consent of PARTIES ARE US INC./H & H ENTERPRISES thereto. Customer will pay rental price in advance or immediately upon return of property. PARTIES ARE US INC./H & H ENTERPRISES, at their discretion may report property stolen if held (5) days beyond "Rental Date". PARTIES ARE US INC./H & H ENTERPRISES will not refund any item out longer than (30) minutes. PARTIES ARE US INC./H & H ENTERPRISES will extend credit for said amount, which is good for 15 days from the "Rental Date" of the Contract. Customer hereby waives and releases PARTIES ARE US INC./H & H ENTERPRISES from all claims for injuries or damages to Customer arising out of the use of said property by Customer. It is hereby warranted and represented that the individual signing this agreement is authorized to do so on behalf of the customer be it a corporation, partnership, or other entity. It is further understood that the risk of loss of the equipment as well as any liabilities which may stem there from as it may pertain to PARTIES ARE US INC./H & H ENTERPRISES or the customer during the time of that the Customer has possession of the equipment stated above, said risk or loss shall be that of the Customer.

**DAMAGE DEPOSIT FEE:**

A Damage Deposit Fee is due upon release of property, refundable upon return of property pending inspection. Repair and or replacement costs may also be charged for damaged or missing property, and all attachments and parts. Damage Deposit Fee is non-refundable if property is damaged or any of its attachments or parts is missing, and is not applied toward repair and or replacement costs of property. Repair and or replacement costs will be charged for damaged property, and all attachments and parts.

**WARRANTY/DISCLAIMER**

PARTIES ARE US INC./H & H ENTERPRISES shall not be liable for any loss, damage or expense, including consequential damages to persons, property, or business directly or indirectly arising from the conditions or use the products from any other cause, the exclusive remedy against PARTIES ARE US INC./H & H ENTERPRISES being to require the replacement of repair of defective products. PARTIES ARE US INC./H & H ENTERPRISES warrants that the products sold are only warranted only to the extent of the original manufacturer's warranty to PARTIES ARE US INC./H & H ENTERPRISES. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, ORAL, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.

**ADVISE**

It is expressly understood that any technical advice furnished by PARTIES ARE US INC./H & H ENTERPRISES with respect to the use of its goods or services is given without charge, and PARTIES ARE US INC./H & H ENTERPRISES assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Customer's risk.

**COSTS AND ATTORNEY FEES**

In the event invoices are not paid timely in accordance with the terms thereof, and PARTIES ARE US INC./H & H ENTERPRISES initiates suit against the Customer or otherwise incurs legal fees because of Customer's nonpayment, PARTIES ARE US INC./H & H ENTERPRISES, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including a minimum charge of \$150.00, including reasonable attorney's fees.

**ENTIRE AGREEMENT**

This document sets forth the entire agreement between the parties to this transaction and includes all promises and representations both express and implied. Nothing not contained herein is part of this agreement. I have read and understand the terms and conditions of this agreement and certify that those printed are agreed to. There are no oral or other representations not included herein. I have received a copy of this agreement. I fully understand them and will abide by them.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_