

**RENTAL AGREEMENT FOR DUNK TANK**

Schuylkill Hose Company #2 - Saint Peter and Union Street  
Schuylkill Haven, PA 17972 - 570-385-0393

**Please Call Les Morgan with any Questions at 570-294-9914**

**Customer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Customer, agrees that:**

\_\_\_\_\_ the rental is for 1-2 Days – commencing on \_\_\_\_\_ and ending on  
*Initial* \_\_\_\_\_, at the flat rate of \$125.00. Rental time starts upon date and time the Dunk  
Tank is picked up by the customer.

\_\_\_\_\_ the rental is for one week (7 days) – commencing on \_\_\_\_\_ and ending on  
*Initial* \_\_\_\_\_, at the rate of \$275.00 for the week. Rental time starts upon date and time the  
Dunk Tank is picked up by the customer.

\_\_\_\_\_ Customer is liable for \$75.00 in additional rental costs for each day the “Dunk Tank” is not  
*Initial* returned beyond the rental period.

\_\_\_\_\_ Customer is liable for any damage to Dunk Tank. Customer agrees to Inspect the Dunk Tank prior  
*Initial* to acceptance and note any damage on the back of this agreement. Damages not noted may be  
accessed against the customer as additional rental/damage expenses.

**Rent** - - - - - \_\_\_\_\_

**Total Charges** - \_\_\_\_\_

**Paid via – Check #:** \_\_\_\_\_ **Cash:** \_\_\_\_\_

\_\_\_\_\_  
**Renter’s Signature**

\_\_\_\_\_  
**Date**

**SECOND PAGE MUST BE READ AND SIGNED**

**CONDITIONS UNDER WHICH DUNK TANK IS RENTED**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR YOUR INTENDED USE, OR THAT IT IS FREE FROM DEFECTS, NOR ARE ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. THROUGHOUT THIS AGREEMENT “OUR”, “WE”, AND “US” MEANS SCHUYLKILL HOSE #2 FIRE COMPANY AND ITS EMPLOYEES BOTH PAST AND PRESENT. “YOU” MEANS THE RENTER/CUSTOMER BOTH COMPANY AND/OR INDIVIDUAL.

**SOFTBALLS ONLY:** Use only the softballs provided with the dunk tank - No Hardballs. You will be responsible for any lost softballs.

**HOLD HARMLESS:** You assume all risks inherent in the operation, use and transportation of the Equipment by You and anyone else. You agree to assume the entire responsibility for the defense of, and to pay, indemnify, and hold Us harmless from, and release Us from, any and all claims for damage to property or bodily injury (including death), or for loss of time or inconvenience resulting from the use, operation or possession of the Rental Equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from Our negligence, from the defective condition of the Rented Equipment, or from any cause.

**EQUIPMENT FAILURE:** You agree to immediately discontinue the use of the Rental Equipment should it, at any time, become unsafe or in a state of disrepair, and to immediately (1 hour, or less) notify Us of the facts. This provision does not relieve You from your other obligations under the Rental Contract.

**DAMAGED, LOST, STOLEN OR DIRTY EQUIPMENT:** You, as an insurer, assume the entire risk of loss regardless of cause, with respect to the Rented Equipment, reasonable wear and tear expected. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Rented Equipment, unreturned when due or damaged beyond repair must be paid for by You at its list price when rented. The cost of damage repairs will be borne by You whether performed by Us, or at Our option, by another. You also agree to pay a reasonable cleaning charge of the Rented Equipment returned dirty. You agree to pay Us for the above stated charges immediately upon receipt of invoice. **NOTICE:** Failure, refusal or neglect to return the rental property after the Rental period has expired, or the presenting of false, fictitious or misleading identification to Us may be construed as evidence of an intention to fraudulently convert the rented equipment.

**COLLECTION COSTS & REPOSSESSION:** You agree to pay all reasonable cost of collection, court, attorney's fees and other expenses incurred by Us in the collection of any charges due under this Rental Contract, or in the retaking of the rented equipment or in other enforcement of the terms of this Rental Contract. We may terminate this contract and take possession of and remove the equipment from wherever it is located. We shall not be liable for any claims for damage or trespass arising out of the repossession of the equipment.

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

Overdue fees will be charged at the rate of  $1\frac{1}{2}$  % per month by Schuylkill Hose #2 Fire Company.

**\* All Dunk Tank Rental's Must Be Paid In Full Prior To Pickup !**

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**Renter's Signature**

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**Date**

**Send Completed Contracts and payment To:**

Les Morgan  
306 East Main Street  
Schuylkill Haven, PA 17972