

# BOUNCE PARTY SUPPLIES LLC RENTAL AGREEMENT

LESSOR NAME: BOUNCE PARTY SUPPLIES LLC

GRASS ( ) CONCRETE ( )

RENTAL DATE: \_\_\_\_\_ RETURN DATE: \_\_\_\_\_

INFLATABLE UNIT(S) RENTED: \_\_\_\_\_

LESSEE NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ RENTAL FEE: \_\_\_\_\_

**WARRANTY:** Lessor warrants each inflatable unit leased under this Rental Contract is in good working order on the effective date of the Rental Contract. Each inflatable unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Contract is limited to repair or replacement of the inflatable unit when Lessor determines that it does not conform to this warranty. This warranty is the only warranty for each unit, and it replaces and all other warranties expressed or implied. In addition, the Lessee waives any claim of liability on the part of the Lessor for damages, including, but not limited to: consequential damages, arising out of or in connection with the use or performance of any inflatable unit.

**GENERAL RULES TO FOLLOW DURING USE OF AN INFLATABLE UNIT:**

1. Participant safety depends upon you. As the lessee of an inflatable unit, your personal supervision is absolutely required at all times while a unit is in use. The safety of all participants is your responsibility.
2. Only compatible age groups and size shall play on a unit at the same time. The maximum number of participants in each group that should play in the bounce house at one time is as follows:

Age Groups	13 x 13 Unit	15 x 15 Unit	Combos	Mega Combos
5 and Under	7	8	6	7
6 – 11	5	6	4	5
12 and Over	3	4	3	4

\* For waterslides, see instructions on unit for more information on safety and maximum occupancy.

3. All participants must remove shoes, glasses, belts, jewelry, and any other sharp objects before using any inflatable unit.
4. Somersaults, diving, climbing, wrestling, flips, and rough play are not allowed.
5. No smoking or other open flames are allowed on or around any inflatable unit.
6. No food, candy, gum, or other sticky substances are allowed on or around any inflatable unit.
7. No pets, toys, or sharp instruments are allowed on the inflatable unit at any time.
8. No face paints, party poppers, colored streamers, or silly string may be used either on or around any inflatable unit.
9. No one under the influence of alcohol, drugs or any other intoxicating substance is allowed on any inflatable unit.
10. Do not operate any inflatable unit in rain, lightning, or winds exceeding 25 mph.

**SAFE OPERATION ACKNOWLEDGEMENT:** Lessee acknowledges receiving instruction about and fully understands the safe operation of any inflatable unit that is the subject of this rental agreement. Lessee agrees to observe all safety precautions. Adult supervision must be provided by the Lessee at all times while unit is in use. The Lessee agrees to store the equipment in a secure location to prevent unauthorized access overnight and while unit is not in use. Lessee also promises the safe return of the unit and hereby agrees to pay \$3,000.00 per unit if a unit is lost, stolen, damaged beyond repair, or not returned for any reason. There is a minimum charge of \$100 per unit for any repair to an inflatable unit during the time that the Lessee has possession of the unit. A charge of \$50.00 per hour plus materials will be charged for work beyond the \$100.00 minimum charge.

**RENTAL POLICY:** For weekday rentals, the Lessee may take possession of an Inflatable unit any time after 7:00am on the Rental Date. Lessee is responsible for safe return of all Inflatable units by no later than 12:00pm on the following calendar day. For weekend rentals, the Lessee may take possession of any Inflatable unit on Friday afternoon anytime between 12:00pm to 7:00pm. Lessee is responsible for safe return of all Inflatable units on the following Monday between 7:00am - 12:00pm. Inflatable units returned after the 12:00pm deadline will be considered tardy and billed overdue charges. For overdue inflatable units, the Lessee will be billed 50% of the rental fee for each overdue calendar day.

**CANCELLATION POLICY:** Lessor is not responsible for inclement weather or conditions which may cause the delay or cancellation of an event. Upon signing of this agreement, refunds, credits, or rain checks will not be issued.

**TITLE TO INFLATABLE UNITS:** Lessee agrees to keep all inflatable units in his or her custody and not to sublease, loan, rent, sell, or otherwise transfer any unit. The inflatable units remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Contract.

**SPECIAL INSTRUCTIONS:** Should an inflatable unit begin to deflate, first ensure users exit the inflatable unit immediately. Once every one is out of the unit, check the following:

1. The motor has stopped: Check the cord connection at the outlet. Check the power supply and fuse box.
2. The motor is running: Check the air intake on the side of the blower for any blockage. Check the inflatable tube to the blower for snugness and pull the strap for tightening if necessary.
3. Any problems or questions with equipment please call Bounce Party Supplies LLC at 319-331-7062.

**DAMAGES:** Lessee agrees to pay for loss or damage caused by negligence of lessee, his employees, or persons to whom the equipment is entrusted. Lessee further agrees to pay for loss or damage caused by the use of the equipment in violation of any terms of this agreement, and any accompanied agreement or addendums. If Lessee has insurance covering such loss or damage, Lessee agrees to exercise all rights available to him under the insurance, take all action necessary to process the claim, and assign the claim and any and all proceeds from the insurance to Lessor. Upon request of Lessor, Lessee shall furnish the name of his or her insurance agency, insurance company, and complete information concerning coverage carried.

**MAINTENANCE:** Each inflatable unit has been received in good condition, and the Lessee agrees to return each inflatable unit in the same condition, ordinary wear and tear accepted. If upon return cleaning is required, a \$50.00 cleaning fee per inflatable unit will be automatically imposed.

**ALTERATIONS AND ATTACHMENTS:** No alteration in or attachments to any inflatable unit may be made without prior written approval of Lessor.

**RELEASE AND WAIVER OF LIABILITY:** In consideration of the foregoing lease, Lessee acknowledges and agrees to full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under Lessee's care, custody, or control. Lessee warrants and represents that Lessee will at all times supervise the safe use and operation of the property leased herein. Lessee further agrees that Lessee is liable for the full value of the property leased herein in the event the property is lost, stolen, or damaged while in lessee's care, custody, or control. Lessor makes no warranties or representations, express or implied, about the safety of any of the property leased other than as set forth in this agreement. Lessee agrees that all provisions of this contract binds Lessee's agents and assigns.

In further consideration of this lease:

Lessee understands and acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Lessee agrees to indemnify and hold Bounce Party Supplies LLC harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Bounce Party Supplies LLC from injuries or damages incurred as a result of the use of the leased equipment. Bounce Party Supplies LLC cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Bounce Party Supplies LLC from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Lessee further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement remains in full force and effect. This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by Lessor in addition to the representations set forth herein.

By signing my name on this rental contract I, Lessee or Lessee's authorized agent, acknowledge that I have completely read and understand this contract and any and all attached documents. I have been fully instructed by the proper personnel as a "trained operator" for the rented equipment. I understand that I am solely responsible for adhering to the terms set forth by this rental contract and all attached documents.

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Initial: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_