



# Inflatable Rental *Agreement*

**THIS INFLATABLE RENTAL AGREEMENT** executed on

this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_

**BETWEEN**

**Extreme Recreation Inc./Extreme Giving** (the "Rental Company"),

Address: 223 N 14<sup>th</sup> St #247, Nederland, TX. 77627

**AND**

\_\_\_\_\_ (the "Customer"),

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

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises and Agreements contained herein, both parties agree under the terms and conditions hereby agreed upon by the Parties:

## **1. EQUIPMENT**

**1.1. Equipment Description:** The Rental Company agrees to rent to the Customer the following inflatable equipment (the "Equipment"):

- ☐ Inflatable Lego Bounce House 14'X20' and Blower
- ☐ Inflatable Outdoor Movie Screen 20' blower and projector

**1.2. Rental Period:** The rental period for the Equipment shall commence on \_\_\_\_\_ at \_\_\_\_\_ and end on \_\_\_\_\_ at \_\_\_\_\_ (the "Rental Period").

## **2. RENTAL FEES AND PAYMENT TERMS**

**2.1. Rental Fee:** The Customer agrees to pay a total rental fee of \$\_\_\_\_\_ for the use of the Equipment during the Rental Period.

**2.2. Security Deposit:** The Customer shall pay a security deposit of \$\_\_\_\_\_ upon execution of this Agreement. The Security Deposit will be deducted from the total cost of rental.

**2.3. Payment Terms:** The Security Deposit shall be paid by the Customer in upon execution of this Agreement. Full payment is expected within 5 days of the event. All fees are non-refundable except as expressly provided herein.

## **3. DELIVERY, SET-UP, AND PICK-UP**

**3.1. Delivery:** The Rental Company shall deliver the Equipment to the Customer's designated location (the "Location") on the Rental Start Date.

**3.2. Set-Up:** The Rental Company shall set up the Equipment at the Location in accordance with the manufacturer's instructions and safety guidelines.

**3.3. Pick-Up:** The Rental Company shall pick up the Equipment from the Location on the Rental End Date. The Customer is responsible for ensuring that the Equipment is clean and dry before pick-up. If the Equipment is not in satisfactory condition, the Rental Company may charge a cleaning fee.

## **4. USE OF EQUIPMENT**

**4.1. Proper Use:** The Customer shall ensure that the Equipment is used in accordance with the manufacturer's instructions, safety guidelines, and any applicable laws and regulations.

**4.2. Supervision:** The Customer is responsible for providing adult (21 or older) supervision at all times during the use of the Equipment. The supervisor must be familiar with the Equipment's safety guidelines and manufacturer's instructions. The rules for this inflatable are as follows, anyone not complying should be removed. (See rules for Inflatable Bouncer on next page) Never leave unit unattended.

## **RULES FOR INFLATABLE BOUNCER**

1. All participants should remove all jewelry, glasses and any sharp objects.
2. Anyone with previous or current physical injuries should not participate.
3. Participants should be of similar age, size and stature. Do not allow younger children to bounce with older children. **NO ADULTS**
4. Tell patrons to enter slowly and exit the unit in a sitting position.
5. Prevent obstruction of entrance. Do not allow playing or sitting on the front step or apron.
6. Prevent users from climbing or hanging onto the walls.
7. No shoes, no food, drinks or chewing gum, allowed on inflatable.  
Absolutely no alcohol or intoxicated persons allowed on the inflatable.
8. Adhere to recommended capacity: The number of users at any one time should be limited to allow each user enough room to play safely. 175lb Max Capacity.
9. Keep users off the unit when it is being inflated and deflated. Deflate when not in use.
10. No somersaults, contact or horse play allowed.
11. If rental is at night, customer must ensure proper lighting.
12. Periodically inspect tie downs and ground anchors to make sure they are properly secured. If indoors make sure that the unit has not shifted.
13. Unit is to be shut down and deflated if winds begin to drastically alter shape (20mph).
14. If due to rain the unit becomes slippery, do not operate.
15. Before operation become familiar with the blower and any emergency exits.
16. Participants must not sit or lie down while others are bouncing around them.
17. Report all incidents and accidents immediately
18. **ABSOLUTELY NO FLIPS** (To avoid neck and back injuries)

**4.3. Capacity:** The Customer shall not exceed the maximum (175lbs) capacity of the Equipment as specified by the manufacturer.

**4.4. Prohibited Activities:** The Customer shall not allow any activities on or near the Equipment that may pose a risk to the safety of users. See Rules for Inflatable Bouncer included herein.

## **5. INSURANCE AND LIABILITY**

**5.1. Insurance:** The Customer is responsible for obtaining and maintaining any necessary insurance coverage for the use of the Equipment.

**5.2. Liability:** The Customer assumes full responsibility for any damage, loss, or injury arising from the use of the Equipment, and shall indemnify, defend, and hold harmless the Rental Company from any and all claims, damages, losses, or expenses, including reasonable attorney's fees, resulting from the Customer's use of the Equipment.

## **6. DAMAGES**

**6.1. Reporting Damages:** The Customer shall immediately report to the Rental Company any damages to the Equipment.

**6.2. Responsibility for Damages:** The Customer shall be responsible for any and all damages to the Equipment, except for normal wear and tear. The Customer agrees to pay the Rental Company the cost of repair or replacement, as determined by the Rental Company, for any damaged Equipment.

### **6.3. Liability Release**

1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).

2. Customer assumes all responsibility for injuries to persons or damages to property and agrees to release and hold Extreme Recreation Inc/Extreme Giving harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to Extreme Recreation Inc./Extreme Giving for the rental.

3. Customer agrees to company right to enter premises of customer at any time to repossess said equipment.

4. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.

5. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.

6. If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay \$3,000.00.

### **6.4 EQUIPEMENT PROBLEMS**

Should any equipment develop a problem, or does not function correctly at any time, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment.

### **6.5 COMPLIANCE OF LAWS**

Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment including any subsequently determined to be due. Customer is solely responsible for obtaining permits and/or licenses from the appropriate government agencies prior to use.

## **7. TERMINATION**

**7.1. Termination by Rental Company:** The Rental Company may terminate this Agreement immediately upon written notice to the Customer if the Customer breaches any terms of this Agreement, including but not limited to the improper use of the Equipment or failure to pay any amounts due.

**7.2. Termination by Customer:** The Customer may terminate this Agreement by providing written notice to the Rental Company at least 30 days prior to the Rental Start Date. In the event of such termination, the Customer shall be entitled to a refund of the Rental Fee, less a cancellation fee equal to 75% of the Rental Fee.

## **8. FORCE MAJEURE**

Neither party shall be held liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, civil unrest, or other force majeure events. If such an event occurs, the affected party shall notify the other party as soon as practicable and both parties shall make reasonable efforts to mitigate the impact of the event.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

**9.1. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of TEXAS without regard to its conflicts of law principles.

**9.2. Dispute Resolution:** Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If the parties cannot resolve the dispute within 14 days, either party may submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

### **9.3 LIMITED WARRANTY**

Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when lessor determines that it does not conform to this warranty. The lessor makes no warranty of merchantability or fitness for any particular use or purpose! either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects.

## **10. BREACH**

In the event of a breach of this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

## **11. INTERPRETATION**

For the purpose of this Agreement, unless the context indicates otherwise, "signature" means the date of the last signature to this Agreement. All headings in this Agreement are for convenience only and not to be taken into account when interpreting the Agreement.

## **12. NO WAIVER**

No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

## **13. VARIATION**

This contract cannot be varied, added to or canceled by Agreement otherwise than by means of a further written Agreement between the parties.

## **14. SEVERABILITY**

Each clause or part of a clause in this Agreement is separate and several from the rest of the Agreement (unless severing would render the Agreement unlawful, or it would not be reasonable to do so having regard to the price, the clause or the Agreement as a whole). Should any clause or part thereof be unenforceable, it will not affect the enforceability of the rest of the Agreement (unless severing would render the Agreement unlawful, or it would not be reasonable to do so, having regard to the price, the clause or the Agreement as a whole).

## **15. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may only be amended or modified in writing, signed by both parties.

### **CUSTOMER ACKNOWLEDGEMENT**

Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on both sides and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

### **ASSUMING RESPONSIBILITY**

The person/s or organization renting this Equipment from Extreme Recreation Inc./Extreme Giving will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damage that may occur.

### **THE RENTAL COMPANY**

NAME: Extreme Recreation Inc./Extreme Giving

Tammy VanZandt, Director/Event Coordinator

ADDRESS: 223 N 14<sup>th</sup> St #247, Nederland, TX. 77627

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

### **THE CUSTOMER**

NAME \_\_\_\_\_

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

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