



# Rental Agreement

**THIS INFLATABLE RENTAL AGREEMENT** executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_

**BETWEEN**

\_\_\_\_\_Bouncing Bundles, LLC\_\_\_\_\_ (the "Rental Company"),

**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"):

- (a) \_\_\_\_\_ [Inflatable Equipment Name, Model, and Size];
- (b) \_\_\_\_\_ [Additional Equipment, if applicable].
- (c) \_\_\_\_\_ [Additional Equipment, if applicable].

**1.2. Rental Period:** The rental period for the Equipment shall commence on \_\_\_\_\_ and end on \_\_\_\_\_ (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. Payment:** Payments are to be paid in full 48 hours before the Rental start date. Bouncing Bundles accepts COD (cash on delivery) for the remaining balance, as well as Venmo, Zelle, and Business checks. Business checks must be sent 2 days prior to your rental start date.

**2.3. Payment Terms:** The Rental Fee and Deposit shall be paid by the Customer in full upon execution of this Agreement. 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. Delivery times should be arranged 1-2 hours before the start of your event. The person responsible for the reservation and or payment, must be present during the time of delivery to sign for the rented equipment. The customer is required to check the rented unit as well as review the safety guidelines with our delivery staff.

**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. Bounce houses can be set up on grass, concrete, and asphalt. Bounce houses will not be set up on dirt or gravel. Flat surfaces only. Walkways to setup location should be at least 3.5 feet wide for equipment. Customer MUST notify The Rental Company during the time of reservation if stairs are present.

**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 free of trash before pick-up. If the Equipment is not in satisfactory condition, the Rental Company may charge a cleaning fee.

**3.4. Reservation length:** All reservations are for a 6 hour period. Deliveries are made between 8:00 am and your desired delivery time and pickups are made between 6:00 pm and 8:00 pm.

**3.5. Site preparation:** The customer must make sure the setup area is ready (i.e. lawns mowed, vehicles/obstruction out of the way, animal feces removed, setup location cleared) before the driver is scheduled to arrive. If the setup area is not ready or accessible when the driver arrives, or if rented products cannot be moved directly to the area (extra handling involved) the customer may be charged an additional delivery fee. If the setup area is not prepared, the driver might be forced to leave and/or reschedule your delivery at a later time, in which case a delivery fee will be applied. The rental company is not responsible for damages, alterations, or cosmetic changes to surface areas caused by our rented products setup for any amount of time. Inflatables may ruin grass or turf. If there is a concern about a setup area being damaged or altered, please choose a cement setup area as a setup location.

#### **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 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.

**4.3. Capacity:** The Customer shall not exceed the maximum 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, including but not limited to:

- (a) using the Equipment while under the influence of drugs or alcohol;
- (b) using the Equipment with sharp objects, footwear, or eyewear; (c) using the Equipment with food, drinks, or gum;
- (d) using the Equipment in adverse weather conditions, including rain, lightning, or high winds.

## **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. Security Deposit:** A \$100 security deposit is required by renter the day the reservation is made. If the Renter cancels the reservation 1 week before rental start date, then full refund of deposit will be returned. If the reservation is cancelled after the seven days leading up to the rental start date, then the paid deposit will be forfeited by the Renter. If the rental equipment is received back in poor condition (I.e. stains that cannot be removed, damages or tears) then the \$100 security deposit will be forfeited by the customer.

## **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 7 days prior to the Rental Start Date. In the event of such termination, the Customer shall be entitled to a refund of the Deposit.

## **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 California 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.

## **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.

**IN THE WITNESS WHEREOF**, both the parties mentioned above have signed this Agreement on this day, date, month and year as above mentioned in the presence of the following witness.

**THE RENTAL COMPANY**

NAME   Bouncing Bundles, LLC  

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

**THE CUSTOMER**

NAME \_\_\_\_\_

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

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