RENTAL AGREEMENT FOR INFLATA-FUN RENTALS

This is a rental agreement, referred to herein as “Contract”, and your signature on this Contract and/or payment of money and/or taking possession of any **Inflata-Fun Rentals** accessories, equipment or units, referred to herein solely as “Unit(s)”, is evidence of your acceptance of the Contract and your intent to use the Unit(s) received. This Contract is made and entered by and between **Inflata-Fun Rentals**, referred from herein solely as “**Inflata-Fun Rentals**”, and the undersigned “Renter.”

1. OWNERSHIP: RENTER agrees to keep all Unit(s) in his/her custody and not sublease, rent, sell or remove from the delivery location. RENTER agrees not to remove, disassemble, or uninstall Unit(s) from its setup location or to install any Unit(s). RENTER assumes responsibility for ALL Unit(s) rented from the time of delivery to when **Inflata**-**Fun** **Rentals** representative(s) arrive for pick up. RENTER agrees to maintain any and all Unit(s) rented in its original condition from the time of delivery, any alterations or attachments will result in additional fees subject to **Inflata**-**Fun** **Rentals** discretion. Items forbidden in Unit(s) include but are not limited to any and all liquids, sprays, silly string, foods, breakable objects, pens; pencils; or markers, belts, hair pins and any other sharp objects. If any such objects are found and cleaning and/or repair is required, a minimum one hundred dollars ($150) fee shall be imposed. The RENTER is required to measure his/her property where the inflatable will be set-up. A minimum of three (3) feet on each side of the inflatable is required to allow the inflatable to bend and/or move while in use. Adequate space must be available. All measurements for each inflatable are on the web at http://Inflata-funrentals.com. The RENTER must also ensure adequate gate opening space of AT LEAST 48 inches for bounce houses and combos, and a minimum of 48 inches for slides, or other access if the inflatable is going in the back yard. This is not the responsibility of **Inflata**-**Fun** **Rentals**. Refunds will not be issued if adequate space is not available.

2. RENTAL PERIOD AND PAYMENT: In the event the Unit(s) is/are not returned at the said date and time, the appropriate daily rate shall apply for each day that the Renter maintains possession of Unit(s). RENTER hereby authorizes **Inflata-Fun Rentals** to submit for payment THE TOTAL COST(S) on any credit card(s) provided by RENTER as form of payment on all amounts owed.

3. DELIVERY/PICK UP: RENTER grants **Inflata-Fun Rentals** representatives the right to enter the property at the specified delivery address for the delivery and subsequent pick up or removal of the Unit(s) at the time specified. **Inflata-Fun Rentals** representatives will arrive to pick up any and all Unit(s) at any time after the fulfillment of this CONTRACT. If a different person arrives for pickup, RENTER must first obtain authorization from **Inflata-Fun Rentals** IMMEDIATELY PRIOR to allowing the person to enter property and remove Unit(s). **Inflata-Fun Rentals** will strive to accommodate RENTER’S delivery and pickup request, however, delays and changes in the schedule are sometimes unavoidable and therefore, **Inflata-Fun Rentals** does not guarantee pickup at the specified time. In the event that there should be any change to the pick-up time specified, an **Inflata-Fun Rentals** representative will notify RENTER as soon as possible. RENTER assumes responsibility of providing easy leveled access to the set-up location without any obstacles or barriers, which include but are not limited to stairs, sand, or incline which will create passage difficulty. The presence of any such obstacles or barriers will result in delivery fees subject to **Inflata-Fun Rentals** discretion. RENTER is also responsible for cleaning up any and all dog feces at the delivery location. If **Inflata-Fun Rentals** representatives arrive and they discover dog feces in the yard, they WILL NOT set-up the inflatable. They will leave with the inflatable and continue on to the next delivery. The RENTER WILL NOT BE REFUNDED. NO EXCEPTIONS! RENTER also assumes responsibility of informing **Inflata-Fun Rentals** representatives of any underground utilities that may interfere with staking or anchoring of **Inflata-Fun Rentals** units. RENTER agrees not to hold **Inflata-Fun Rentals** and/or **Inflata-Fun Rentals** representatives responsible for any damages to underground utilities during the course of setup or pickup. Renter must be available upon delivery and pickup to account for all Unit(s) rented, there is no guarantee **Inflata-Fun Rentals** representative can return prior to pickup.

4. WARRANTY: **Inflata-Fun Rentals** warrants and RENTER agrees that the Unit(s) rented is/are in good working condition upon delivery and RENTER further warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear. The Unit(s) is/are supplied and maintained subject to this warranty. **Inflata-Fun Rentals** obligation under this CONTRACT is limited to repair or replacement of Unit(s) when **Inflata**-**Fun** **Rentals** determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and all obligation and liabilities on the part of **Inflata-Fun Rentals** for damages including, but not limited to, consequential damages arising out of or in connection with the use or performance of Unit(s).

5. RELEASE OF LIABILITY: RENTER agrees to hold FULL responsibility in ensuring safe operation of **Inflata-Fun** **Rentals** equipment, to follow any safety rules posted on Unit(s) and/or verbally given, and to supervise the Unit(s) rented and any and all participants. RENTER understands and acknowledges that any activity in connection to Unit(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing and colliding. RENTER understands such risks cannot be eliminated without jeopardizing the essential qualities of the activity. RENTER agrees to release, forever discharge and hold harmless **Inflata-Fun Rentals**, including its officers, employees and/or agents from any injury, damages or claims that result from RENTER negligence including any injuries, claims or damages asserted by RENTERS guests, invitees or third parties. RENTER agrees to report any damage, injury or claim to **Inflata-Fun Rentals** within twenty-four (24) hours of the reservation date; failure to do so will result in negligence from RENTER and release of ANY AND ALL liability or responsibility from **Inflata-Fun** **Rentals** . Further, RENTER agrees not to hold **Inflata-Fun Rentals**, including its officers, employees and/or agents liable or accountable for any costs arising out of or in connection to attorney’s fees and/or claims brought up in court involving the use of any **Inflata-Fun Rentals** Unit(s).

6. WEATHER POLICY: During periods of severe weather condition(s), arising out of but not limited to rain, hail, lightning, high winds (over twenty miles per hour), intense heat, and fire, the Unit(s) must be evacuated immediately and electricity must be turned off. **Inflata-Fun Rentals** reserves the right to cancel the reservation or end rental term at any time during severe weather condition(s). RENTER will be given the option to cancel his/her reservation with no cancelation fee up to 24 hours prior to delivery/setup time indicated by RENTER on days where severe weather is forecasted FOR 50% OR MORE for RENTER specified delivery location. It is the responsibility of the RENTER to check the weather forecast. Refunds will not be issued. All weather cancellations will be issued a money voucher valid for one year. In instances where severe weather condition(s) arises after delivery/setup, **Inflata-Fun Rentals** has the right to end the reservation/rental term and no refund will be given after the RENTER has accepted delivery. RENTER agrees to release, forever discharge and hold harmless **Inflata-Fun Rentals**, its officers, employees and/or agents from any injury, damages or claims resulting out of or in connection to severe weather conditions and/or Renters negligence to follow rules regarding weather policy.

7. CANCELLATION POLICY: RENTER may cancel or reschedule your reservation at any time but a $50 cancellation fee will be charged. Your non-refundable deposit will be applied towards the cancellation charge. If you have a current reservation scheduled and you want to remove an item from the reservation within 7 days of your event date, you will be charged a $50 fee per each unit removed. Any cancellations on the day of your event will result in you being liable for the full rental rate of your reservation. This Cancellation and Rescheduling Policy applies to all customers including churches, schools, corporates, individuals, etc.

8. DAMAGE WAIVER: This damage waiver is not intended as insurance and only applies to RENTER if he/she has purchased it. RENTER acknowledges that the damage waiver relieves the RENTER of liability for physical damage of Unit(s) from any external cause such as fire, collision, windstorm, riot or any acts of God. Damage waiver does not cover loss and/or damage due to theft, burglary, misuse, intentional damage or any attempt to relocate or modify any Unit(s).

9. UNINTENDED USE: Dry slides are not manufactured to be wet and an additional $250 penalty will be applied to all RENTERS who do so.

10. ACKNOWLEDGMENT: RENTER acknowledges that sufficient time and opportunity were given to read this entire CONTRACT, and understands its contents and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms. RENTER agrees that if any portion of this CONTRACT is found to be void or unenforceable, the remaining portion shall remain in full force and effect. RENTER acknowledges that by providing his/her signature on this contract, he/she is agreeing to the terms and conditions of this CONTRACT.

11. REPLACEMENT COSTS: The chemical formula used to make silly string permanently discolors the vinyl used to make all inflatable’s. If the RENTER or it’s guests or a third party sprays silly string on the inflatable rented on RENTERS CONTRACT, the RENTER will be charged the full replacement cost of that inflatable. We will deliver the damaged inflatable to your house and you will own it. NO EXCEPTIONS.

12. CLEANING FEE: If the inflatable on your contract is returned unreasonably dirty (Excessive dirt, sand, debris, animal waste, food, candy, or drinks), the RENTER will be charged a cleaning fee appropriate for the condition of the inflatable. Cleaning fees alone may not exceed $250. Please clean up after your dog BEFORE we deliver our inflatable.

DATE-

RENTER (sign)-

SET UP ADDRESS-

CONTACT NUMBER-

RENTAL UNIT-

RESERVATION DATE/

TIME -

DEPOSIT- $

RENTAL AMOUNT- $