



Inflatables Rental Agreement and Liability Waiver

Contact Information

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Customer Information

Name		Event Date	
Address		Drop Off Time	
City, State, Zip		Pickup Time	
Email		Phone	

This Agreement, dated _____, by and between Big Time Bounce and Party Rentals Inc., hereinafter known as “Company” or “BTB,” and _____, hereinafter known as “Customer” or “Renter,” agree to the following:

1. **Equipment Availability:** Equipment is rented on a first come, first serve basis. Receipt of a quote or price is NOT a guarantee of equipment availability or rental. Reservation is only confirmed when deposit and signed agreement have been received.

2. **Payment & Cancellations:** For orders less than five hundred dollars (\$500.00), a non-refundable deposit of one dollar (\$1) is required to book your rental. For orders five hundred dollars (\$500.00) or greater, a non-refundable deposit of twenty percent (20%) of the original rental order is required to book. Final payment is due at time of delivery and prior to setup. If reservation is canceled (for any reason other than rain) within five (5) days of your event, Renter will be charged a fifty (50%) cancellation/restocking fee of the original rental order. Credit card payments can be made online or by phone and a convenience fee may apply. BTB also accepts cash or check. **Returned checks will incur a fee of thirty-five dollars (\$35) for insufficient funds (NSF).**

3. **Rain:** Please have alternative plans in case of rain. We will contact you before your rental to discuss weather issues. We reserve the right to cancel your reservation due to inclement weather, at our own discretion. You may also cancel your reservation prior to delivery. Customer is NOT responsible for payment if reservation is canceled due to rain prior to delivery. Once a unit is delivered, there are no refunds.

4. **Weather during your event:** If rain or wind becomes an issue during an event, unit(s) must be shut down until such weather passes. Blower should be put under cover. If the storm passes quickly, you can re-inflate the unit(s). Make sure unit(s) are dry before using, as they are very slippery when wet. In case of severe rain, unit(s) should be deflated and folded/tarped to minimize water collection, and then re-inflated afterwards to dry out. If unit is water-logged, a \$100 fee will be charged due to additional labor needed to move wet, heavy units and dry them out.

5. **Damages:** Customer is responsible for all damages to unit. Necessary repairs will be made at the Renter’s expense. If damages are severe enough to render the unit unrentable, the customer will be responsible for the cost to replace the unit and any lost revenue until the replacement arrives. A

cleaning fee (of \$25/hour) will be assessed if equipment is extremely dirty (excessive sand, leaves, grass, trash). Cost will be based on labor hours required to restore the equipment. Water should never be applied to any dry inflatable.

6. Delivery Policy:

- Inflatable rentals are ‘by the day,’ which means we will deliver on the morning of your party, aiming to arrive AT LEAST one hour before your party begins. Pick-ups begin in the evening, ideally before dark.
- Delivery charges include set-up and pick-up and is based on mileage for two round trips door-to-door. Local delivery (ten (10) miles or less from our storage facility) is free.
- Once the unit is set-up, we will clean and inspect each unit. It takes approximately thirty (30) minutes for a standard unit, and forty-five (45) minutes for a deluxe unit. Once a unit is set-up, it is not to be moved.
- Someone eighteen (18) years of age or older must be present at the time of delivery to review safety rules and make payment. If this is not possible during the four hours before the rental, you must contact us in advance.
- Drivers have a schedule they need to maintain and cannot wait. If no one is home when they arrive, they will continue their route and may not be able to return later.
- BTB reserves the right to cancel a reservation or decline set-up at delivery for any reason, especially if safety is a concern or the delivery person(s) deems the area to be unsuitable. Renter will still be responsible to pay fifty percent (50%) of the total rental fee.
- Unsuitable areas can be caused by animal excrement, vegetation, not enough ground space including a three foot (3’) safety zone around all inflatables, inadequate access to set-up location, overhead obstructions or unsuitable ground material like sharp gravel or any substance which may damage the equipment.
- Please clear the set-up area of any rocks, sharp objects and animal waste. We cannot set up on rock, gravel, sand or mulch.
- Please make sure there is clear path at least three feet wide from the street to your set up area.
- Inflatable dimensions are listed in the item descriptions. If we deliver equipment to the specified location and the equipment cannot be setup because the area is inaccessible or not suitable for safe set-up, you will be responsible to pay fifty percent (50%) of the total rental fee.

7. Power Requirements: Customer is responsible for power. Generally, we need (1) 20-amp circuit for EACH blower (other items cannot be plugged into the same circuit). We will specify how many 20-amp circuits will be required to run equipment. We furnish one 50’ extension cord per unit rented. If the unit(s) must be placed further away, it is the customer’s responsibility to have additional extension cords. The unit(s) should never be further away than 100’ away from the source of power. We do offer a generator for rent, available upon request.

8. Staking of Inflatables: Each unit must be secured to the ground with stakes. Renter is responsible to know where all sprinklers, water lines, gas lines, and all other utilities are located. BTB is not responsible for any damages to sprinklers, water/sewer/gas lines, utilities, septic systems, landscaping, lawn, lights, concrete, asphalt, lawn, etc.

9. Attendants: BTB does not supply attendants; therefore, you will need adult attendants for each unit rented. All attendants should be present for a safety briefing at the time of delivery. If attendants are not available, instructions will be given to the person in charge. Accidents on equipment generally come from two things: (1) too many participants on unit and (2) unit not kept secured. Attendants should monitor, at all times, the number of children/adults on unit and that they are acting

responsibly. Periodic checks should be made to ensure the equipment remains secure to the ground. Rules for each inflatable are located on a patch on the unit.

10. Public Property Events: Most municipalities have additional insurance requirements when setting up on public property. It is the customer's responsibility to contact the municipality to find out these requirements, if any, and communicate that information to us.

11. Safety Instructions

It is the responsibility of the person or organization renting this inflatable equipment to ensure that all necessary and possible precautions are taken to avoid injury to people or damage to the inflatable equipment. Please make sure that all of the following safety instructions are followed:

- A responsible adult must supervise the inflatable equipment at all times. **DO NOT LET CHILDREN PLAY ON THE INFLATABLE EQUIPMENT WITHOUT ADULT SUPERVISION.**
- If the inflatable equipment comes with additional safety and operating instructions, they should be read prior to use.
- The inflatable equipment shall not be set up or used if it is raining or if there is a threat of inclement weather or there are wind gusts over twenty (20) miles per hour.
- Periodically inspect tie downs and ground anchors to make sure they are properly secured. If indoors make sure that the unit has not shifted.
- Do not allow anyone to bounce on the front safety step as this is dangerous. Prevent obstruction of entrance.
- Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is dangerous.
- Adhere to recommended weight or user capacity. Always ensure that the inflatable equipment is not overcrowded and limit the number of people using the inflatable equipment at any given time according to the age, size, and weight of the children using it.
- Avoid large and small children from using the inflatable equipment at the same time.
- No pushing, colliding, fighting, horseplay, or behaving in a manner likely to injure users of the inflatable equipment or the inflatable equipment itself.
- No pets, toys, or sharp instruments on the inflatable at any time.
- No food, drink, or chewing gum is allowed on or around the inflatable equipment. This will avoid a choking risk and keep the unit clean.
- Shoes, glasses, jewelry, and badges must be removed before using the inflatable equipment to avoid injury to people using the equipment and hard to the inflatable equipment itself.
- No face paints, party poppers, colored streamers, or silly string is to be used either on or near the inflatable equipment as these will cause damage to the inflatable equipment that cannot be repaired.
- No smoking on or around the inflatable equipment.
- No barbecues on or around the inflatable equipment.
- No alcohol or illegal drugs should be consumed prior to or during use of the inflatable equipment.
- No mobile phones shall be brought onto the inflatable equipment.
- Climbing, hanging, or sitting on walls of the inflatable equipment is dangerous and must not be allowed.
- Do not allow anyone to attempt somersaults.
- Clothing should not be loose fitting and should be tucked in while using the inflatable equipment.
- Pockets must be emptied upon entering the inflatable equipment.
- Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps, or bouncing are not permitted in the inflatable equipment at any time.

- In the event that the blower stops working, please ensure all users get off the inflatable equipment immediately and calmly. Check your breaker(s) and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off at the mains, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately at the above number.

12. **Liability:**

- This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).
- Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold Big Time Bounce House and Party Rentals Inc., as well as its owners, officers, employees, and agents, 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 Big Time Bounce and Party Rentals Inc. for the rental.
- Customer agrees to Company right to enter premises of Customer at any time to repossess said equipment.
- Customer agrees to reimburse Big Time Bounce and Party Rentals Inc. for all attorney fees, an amount not less than fifty percent (50%) of all sums due, court cost and expenses incurred by Big Time Bounce and Party Rentals Inc. to enforce collection or to preserve or enforce rights under this Agreement.
- Customer agrees not to loan, sublet, or otherwise depose of equipment or use it at any other location.
- Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
- If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay four thousand dollars (\$4,000.00) to Big Time Bounce and Party Rentals Inc.
- Customer agrees to ensure that all users (and users' guardians) of the rental equipment sign liability waivers.
- There are no warranties of merchantability or fitness either expressed or implied.
- Customer acknowledges that there are no warranties of merchantability or fitness either expressed or implied.
- Customer acknowledges that there is a risk of injury or damage arising out of the use of this inflatable equipment and knowingly enters into this Agreement.
- Customer voluntarily agrees to keep and maintain all safety rules of the correct, safe operation and installation and use of all inflatable equipment and to assume the risk of injury or damage.
- 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 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 will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever.

14. **Entire Agreement:** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the Parties.

15. **Binding:** The terms, conditions, and provisions of this Agreement shall insure to and be binding upon the heirs, administrators, executors, successors, and assigns of the Parties hereto.

16. **Amendment:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties.

17. **No Waiver:** No waiver of any of the provisions of this Agreement be deemed a waiver of any other provision, whether or not similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

18. **Severability:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid, illegal or unenforceable provision had never been contained herein, and such provision reformed so that it will be valid, legal and enforceable to the maximum extent possible.

19. **Applicable Law:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maine.

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 damages that may occur.

Customer Signature

Date

Print Name



Big Time Bounce & Party Rentals

OVERNIGHT RENTALS: Lessee understands and acknowledges that the blower is to be removed from the inflatable device and locked up in a secure location overnight. _____ Initial

Thank you for your business!

Our crew works hard to ensure a clean, safe, and seamless setup and breakdown of equipment for your special event. They provide great service and do their best to accommodate special requests.

Gratuity is appreciated.

Policies and procedures are subject to change.