



# INFLATABLE & EVENT EQUIPMENT RENTAL AGREEMENT

---

## Liability Waiver & Assumption of Risk

Best Day Ever Rentals LLC  
2003 North Towanda Avenue  
Normal, Illinois 61761  
309-838-8420 BestDayEverRental.com

This Rental Agreement ("Agreement") is entered into between Best Day Ever Rentals LLC ("Company") and the undersigned "Renter." By signing this Agreement, making payment, or accepting delivery of any equipment, the Renter agrees to all terms and conditions below.

### 1. Equipment Ownership & Responsibility

All inflatable units, machines, accessories, and event equipment ("Equipment") remain the sole property of the Company.

Renter agrees:

- Not to sublease, move, alter, or relocate Equipment
- Not to disassemble, unplug, or tamper with Equipment (except turning power off in an emergency)
- To maintain Equipment in its original condition
- To supervise Equipment and participants at all times
- To prevent misuse or unsafe operation

Renter assumes full responsibility for Equipment from delivery until Company retrieves it.

Prohibited items and conditions in or around inflatables include (but are not limited to):

- Silly string (automatic full replacement charge)

- Food or drinks
- Liquids or sprays
- Face paint
- Sharp objects (keys, jewelry, hair pins, etc.)
- Shoes
- Pets
- Gum
- Fireworks
- Smoking or vaping

If cleaning or repairs are required due to misuse, Renter agrees to pay applicable fees, including cleaning fees and the full replacement cost for permanent damage.

## 2. Site Requirements

Renter is responsible for:

- Measuring adequate space before delivery (minimum 3 feet clearance on all sides)
- Ensuring a minimum 48-inch gate access for most backyard setups (or alternate access)
- Providing level ground free of hazards, debris, and animal waste
- Providing an accessible power outlet within 100 feet (unless otherwise approved)
- Providing a rubber garden hose for water units (if applicable)

Failure to meet site requirements may result in refusal of setup, additional labor/delivery fees, and forfeiture of payment. No refunds will be issued due to improper site preparation.

## 3. Rental Period & Payment

The rental period begins at delivery and ends at pickup.

If Equipment is not available for pickup at the agreed time, additional daily rental charges may apply.

Renter authorizes the Company to charge any card on file for all amounts owed, including rental balance, cleaning fees, damage, replacement costs, and late fees. Payment methods that are acceptable are cash, check, CashApp, Venmo and Zelle.

Deposits are non-refundable unless otherwise stated in writing by the Company.

## 4. Delivery & Pickup

Renter grants the Company permission to enter the property for delivery and pickup of Equipment.

Pickup time is an estimate and is not guaranteed. The Company may retrieve Equipment any time after the rental term is fulfilled.

Only authorized Company representatives may retrieve Equipment. If anyone else attempts pickup, Renter must contact the Company immediately before allowing removal.

## 5. Assumption of Risk & Release of Liability

Renter understands that using inflatable and event equipment involves inherent risks, including but not limited to slipping, falling, collision, overexertion, equipment failure, severe injury, paralysis, or death.

Renter voluntarily assumes all risks associated with Equipment use.

Renter agrees to:

- Supervise all participants at all times
- Enforce all posted safety rules and instructions provided by the Company
- Restrict use to appropriate age/size groups and prevent overcrowding
- Stop use immediately if unsafe behavior occurs
- Evacuate Equipment in unsafe weather and follow the Weather Policy in Section 6

Renter releases, waives, and forever discharges the Company, its owners, employees, agents, and affiliates from any and all claims, injuries, property damage, losses, lawsuits, and attorney fees arising from or related to the use, possession, or operation of the Equipment, including claims alleging negligence.

This release applies to claims by Renter and by any guests, invitees, participants, or third parties.

Renter agrees to indemnify and hold harmless the Company from any claims, liabilities, damages, or expenses (including attorney fees) arising out of or related to the use of the Equipment during the rental period.

## 6. Weather Policy

In the event of unsafe conditions (including, but not limited to winds over 20 mph, lightning, heavy rain, hail, severe heat, fire, or any condition the Company deems unsafe), the inflatable must be evacuated immediately and power must be turned off and unplugged.

The Company reserves the right to cancel or terminate a rental at any time due to unsafe weather or conditions.

Weather cancellations may be approved up to 24 hours prior to scheduled delivery when severe weather is forecasted for the delivery location. Weather cancellations are issued as a rain credit voucher valid for 12 months. No refunds are issued once Equipment is delivered.

## 7. Cancellation Policy

Renter may cancel or reschedule, subject to the following:

- \$50 cancellation fee
- Deposit may be applied toward the cancellation fee
- Cancellations on the event day may result in the full rental amount being due
- Removing an item within 7 days of the event date may result in a \$50 fee per unit removed

## 8. Damage Waiver (Optional)

If purchased, the damage waiver may cover accidental physical damage to Equipment from external causes such as fire, windstorm, or acts of God.

The damage waiver does not cover:

- Theft or disappearance
- Misuse, abuse, or neglect
- Intentional damage
- Relocation attempts or unauthorized modifications
- Silly string damage

## 9. Water Use / Dry Units

Dry units may not be used with water. If a dry unit is used wet, a minimum \$250 penalty applies, plus any additional damage charges.

## 10. Silly String Policy

If silly string contacts any inflatable, Renter will be charged the full replacement cost. The damaged unit will become the property of the Renter. No exceptions.

## 11. Severability

If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

## 12. Acknowledgment

Renter acknowledges that sufficient time was provided to read this Agreement, that they understand its contents, and that they are signing voluntarily and without duress.

**IMPORTANT:** Renter must report any injury, incident, or damage to the Company within 24 hours of the event date.

## Event Information & Signature

Date \_\_\_\_\_

Renter Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Event Address \_\_\_\_\_

Rental Equipment \_\_\_\_\_

Event Date \_\_\_\_\_

Total Rental Amount \$ \_\_\_\_\_

Deposit Paid \$ \_\_\_\_\_

Renter Signature \_\_\_\_\_

Company Representative Signature \_\_\_\_\_