



# RENTAL AGREEMENT

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 Bouncy Time Party Rentals accessories, equipment or products, referred to herein solely as "product(s)", is evidence of your acceptance of the contract and your intent to use the product(s) received. This contract is made and entered by and between Bouncy Time Party Rentals, referred from herein solely as "Bouncy Time Party Rentals", and the undersigned "renter".

- 1. OWNERSHIP:** Renter agrees to keep all product(s) in his/her custody and not sublease, rent, sell or remove the delivery location. Renter agrees not to remove, disassemble, or uninstall product(s) from its set-up location or to install any product(s). Renter assumes responsibility for ALL product(s) rented from the time of delivery to when Bouncy Time Party Rental's representative(s) arrive for pick-up. Renter agrees to maintain any and all product(s) rented in it's original condition from the time of delivery, and alterations or attachments will result in additional fees subject to Bouncy Time Party Rental's discretion. Items forbidden in product(s) include but are not limited to any and all liquids, sprays, foods, breakable objects, and sharp objects. If any such objects are found and cleaning and/or repair is required, a minimum two hundred (\$200.00) fee shall be imposed.
- 2. RENTAL PERIOD AND PAYMENT:** In the event the product(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 product(s). Renter authorizes Bouncy Time Party Rentals to submit for payment on any credit card(s) provided by the renter as forms of payment on all amounts owed.
- 3. DELIVERY & PICK-UP:** Renter grants Bounce Around Party Rentals representatives the right to enter the property at the specified delivery address for the delivery and subsequent pick-up or removal of the product(s) at the date specified. The same Bouncy Time Party Rentals representative will arrive to pick-up any and all product(s) at any time after the fulfillment of this contract. If a different person arrives for pick-up, renter must first obtain authorization from Bouncy Time Party Rentals IMMEDIATELY prior to allowing the person to enter property and remove product(s). Bouncy Time Party Rentals will strive to accommodate renter's delivery and pick-up requests stated on invoice, however, delays and changes in the schedule are sometimes unavoidable, and therefore, Bouncy Time Party Rentals does not guarantee delivery or pick-up at any specific time. In the event that there should be any changes to the delivery or pick-up times specified, a Bouncy Time Party Rental 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, incline, that will create passage difficult. Presence of any such obstacles or barriers will result in delivery fees subject to Bouncy Time Party Rental's discretion. Renter also assumes responsibility of informing Bouncy Time Party Rentals representatives of any underground utilities or water sprinklers that may interfere with staking or anchoring of Bouncy Time Party Rentals units. Renter agrees not to hold Bouncy Time Party Rentals and/or Bouncy Time Party Rentals representative responsible for any damages to customer's property during the course of set-up or pick-up. Renter must be available upon delivery and pick-up to account for all product(s) rented, there is no guarantee Bouncy Time Party Rentals representative can return prior to pick-up.
- 4. WARRANTY:** Company warrants and renter agrees that the product(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 product(s) is/are supplied and maintained subject to this warranty, Bouncy Time Party Rentals obligation under this contract is limited to repair or replacement of product(s) when Bouncy Time Party 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 Bouncy Time Party Rentals for damages including, but not limited to, consequential damages arising out of or in connection with the use or performance of product(s). If any problems or malfunctions occur with any of the products you rented during the course of your rental period, you must contact Bouncy Time Part Rentals IMMEDIATELY so we can address the problem.
- 5. RELEASE OF LIABILITY:** Renter agrees to hold FULL responsibility in insuring safe operation of Bouncy Time Party Rentals equipment, to follow any safety rules posted on product(s) and/or verbally given, and to supervise the product(s) rented and any and all participants. Renter understands and acknowledges that any activity in connection to product(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 Bouncy Time Party Rentals including its officers, employees and/or agents from 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 Bouncy Time Party Rentals within (1) day of the reservation date; failure to do so will result in negligence from renter and release of any liability or responsibility from Bouncy Time Party Rentals. Further, Renter agrees not to hold Bouncy Time Party Rentals, including it's officers, employees and/or agents liable or accountable for any costs arising out of in connection to attorney's fees and/or claims brought up in court involving the use of any product(s). Bouncy Time Party Rentals shall indemnify and hold harmless, renter, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by renter directly or indirectly, in connection with the rental of above named rental equipment and/or attraction or attractions due to negligence of Bouncy Time Party Rentals.
- 6. WEATHER POLICY:** During periods of severe weather condition(s), arising our of but not limited to rain, hale, lightning, high winds (over twenty miles per hour), intense heat, and fire, the product(s) must be evacuated immediately and electricity must be turned off. Bouncy Time Party Rentals reserves the right to cancel the reservation or end rental term at any time during severe weather condition(s). In instances where severe weather condition(s) arises after delivery/set-up has taken place, Bouncy Time Party Rentals, has the right to end the reservation/rental term and no refund will be given. Renter agrees to release, forever discharge and hold harmless Bouncy Time Party 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 agrees to notify Bouncy Time Party Rentals within seventy-two (72) hours of the delivery date of any cancellation or postponement. If renter cancels any reservation within the seventy-two (72) hours of rental date, in whole or in part, Bouncy Time Party Rentals has the right to apply any cancellation fee or withhold up to the whole amount due or paid.
- 8. ACKNOWLEDGEMENT:** 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 it's terms. Renter acknowledges that Bouncy Time Party Rentals had made their best effort to supply all information to renter regarding safety, operation instructions, and checklists regarding the product(s) rented. Renter also acknowledges that he/she has had sufficient time to understand all safety and operation instructions and has also taken the time to instruct all users and their parents of such safety issues. 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, he/she is agreeing to the terms and conditions of this contract.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Inflatables, water slides, concession equipment, tents, tables, chairs & more!**