

Thunder Kitten Bounce Houses

Rental Agreement

This equipment rental agreement is between:

Thunder Kitten Bounce Houses owner: Janey Syversen

of THE FIRST PART

-AND-

The customer (print first and last name): _____

of THE SECOND PART

I, the lessee, (print first and last name) _____, at lessee address,
(print your address) _____ on (print the date)
_____/_____/_____ agree to the following:

The basics:

1. The term lessee shall refer to the customer who signs this agreement. The term lessor shall refer to the business, Thunder Kitten Bounce Houses. The leased property shall refer to the bounce house rental.
2. If the lessee chooses not to read the agreement in its entirety, the agreement remains fully binding upon being signed.
3. The lessee agrees to provide contact information and gives consent to be contacted by the lessor.

Lessee's contact information:

Phone number: _____

Email address: _____

4. The lessor, **Thunder Kitten Bounce Houses**, will deliver the specified bounce house rental of (print bounce house name) _____ to the lessee at the address listed above (at the start of the document). If delivery is to be made at an alternate address than the one listed above the lessee will list it here: _____.

5. *The lessor must first agree to the alternate address **before** delivery will be guaranteed.*

6. The lessor will deliver the specified bounce house rental on the *approximate* date and time specified by this agreement.

7. The lessee acknowledges that this rental equipment will be received in good condition and that the lessee will return it in the same condition. The lessee also agrees to pay in full the replacement cost, including labor, for all damages to rental equipment. The lessee acknowledges that the replacement cost of the leased property will vary depending on the specific property that has been leased. Specific cost breakdown included later in the agreement.

8. The lessee will grant the lessor permission to enter said property, listed above, to deliver and pick up the leased property. Lessee agrees to hold harmless and release Lessor from any damage resulting from the delivery, set up, use, or removal of the leased property.

9. The lessee will not loan the leased property to another person, party, sublet or otherwise depose equipment or use it at any other location than specified by this agreement.

10. The lessee agrees that the leased property of a rental bounce house will be returned to the lessor in the same condition that it was received.

11. The lessee agrees that the leased property shall be returned to the lessor upon the close of the rental term. ***The rental term is 1 day or up to 8 hours.*** However, that term may change according to the lessor's discretion without advance notice to the lessee.

12. The lessee understands and agrees that they or another adult will always supervise children while the leased property is in use.

13. The lessee understands and agrees that they will follow safety rules and only allow the specified number of children on the bounce house at a given time. The lessee will also ensure that the weight recommendations for the bounce house rental are followed. If another adult is supervising other than the lessee, the lessee will make sure that they will also follow the same safety rules.

14. The lessee renting the leased property will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever while the leased property is in the lessee's care.

Further details and agreements:

Fees:

1. The lessor agrees to pay the fees as listed in this agreement and agrees payment will be made prior to the leased equipment being delivered and set up.

2. I, the lessee, agree to pay upon demand all rates, charges, plus applicable taxes, fees and surcharges, which may apply to the rental, including charges for loss and/or damage defined in this agreement. I agree and authorize Thunder Kitten Bounce Houses to apply any charges to the method of payment used by me at the time of rental unless another form of payment is arranged.

3. I, the lessee, understand that an authorization will be processed against my credit card or debit card to be used against the final bill, equal to the estimated total charge, plus a deposit, and I authorize Thunder Kitten Bounce Houses to charge any amounts due as a result of the rental, plus any damages, if applicable, to my credit card or other payment method provided, regardless of who is/was operating the bounce house rental from Thunder Kitten Bounce Houses, for any bounce house rental for which my credit card or other payment method provided was used to pay for the rental of the bounce house rental. I understand that if I choose to pay by a method other than credit or debit card, I agree to pay the final bill plus the deposit or other charges as specified in this agreement.

4. Payment:

a. *The amount is due in full **prior** to event set up.*

b. Payment types accepted are cash, Venmo, PayPal, Zelle, or use the link on the Thunder Kitten Bounce Houses website:

<https://thunderkittenbouncehouses.com>

5. Deposit:

a. **\$30 deposit** is due at the time of booking. This includes delivery and set up fees.

6. Rental:

a. **\$ 80** Fire Truck Bounce House

b. **\$80** Baby Shark Slide & Pool

c. **\$120** Red, Yellow, Blue Bounce House

d. **\$120** Pink Castle Bounce House

Leased property specifications:

1. Fire Truck Bounce House:

Only use the blower included (480W)

Max weight limit: 300 lbs

Max individual weight: 100 lbs

Max number of kids: 3

Age range: 3 – 10 years

Replacement cost: \$600.00 includes: bounce house, tarp, blower, and extension cord.

2. Baby Shark Slide & Pool:

Only use the blower included (450 Watt)

Max weight limit: 180 lbs

Max individual weight: 60 lbs

Max number of kids: 3

Age range: 3 – 8 years

Replacement cost: \$600.00 Includes: bounce house, tarp, blower, and extension cord.

3. Pink Castle Bounce House:

Only use the blower included (816 Watt)

Max weight limit: 500 lbs

Max individual weight: 100 lbs

Max number of kids: 5

Age range: 3 – 10 years

Replacement cost: \$750.00 Includes: bounce house, tarp, blower, and extension cord.

4. Red, Yellow, Blue Bounce House:

Only use the blower included (800 W)

Max weight limit: 400 lbs

Max individual weight: 100 lbs

Max number of kids: 4

Age range: 3 – 10 years

Replacement cost: \$950.00 Includes: bounce house, tarp, blower, and extension cord.

Safety Warning:

1. The lessee acknowledges that the activity to be engaged in through the lessee's rental of an inflatable, interactive amusement device brings with it both known and unanticipated risks to you, the lessee, your guests and invitees, and your property. These risks include but are not limited to, falling, slipping, crashing and colliding and could result in injury, illness, and disease, emotional distress, death and/or property damage to you the lessee, and your guests.

2. You, as the lessee, further agree to advise all guests and users of the bounce house rental, of the risks described above prior to the delivery of the bounce house rental by the lessor.

Liability:

1. You, the lessee, do hereby voluntarily release and agree to indemnify and hold harmless the lessor, as well as the lessor's agents, employees or affiliates, from any and all liability, claims, demands, actions, or rights of actions, whether personal to you the lessee, or to a third party which are related to, arise out of, or are in any way connected to the lessee's rental of the specified bounce house. This includes those allegedly attributable to negligent acts or omissions. Lessee further agrees to reimburse any reasonable attorney's fees and costs which may be incurred by Lessor or Lessor's agents, employees, or affiliates in defense of any such liability claim, demand actions, or right of action.

2. In the event the Lessee files a lawsuit against Lessor or Lessor's agents, employees, or affiliates, it is agreed that the substantive law of the State of Utah shall apply to such action.

3. Lessee agrees that if any portion of this agreement is deemed by a court of competent jurisdiction to be void or unenforceable, the validity of the remainder of this agreement will not be affected in any way.

Rules and further safety:

1. Lessee hereby acknowledges that the leased property may be attractive to minor children and other people. Lessee agrees to always supervise the leased property and the use of the leased property when the leased property is in Lessee's possession. Lessee also acknowledges that he or she has read and understands the "Rules" governing the use of the lease property, which is attached to this agreement.

Lessee further agrees to advise all guests, users, of the leased equipment and invitees of the aforementioned rules. Lessee further agrees to follow the aforementioned rules and to require all guests, users and invitees of the leased equipment to follow these rules at all times.

2. Lessee hereby acknowledges that he or she has sufficient homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage, which might result to you, your guests, or your invitees from the use of the leased property or the pickup and delivery of the leased property.

3. The lessee agrees to only use the leased property as instructed by the lessor and use the provided equipment such as blowers, extension cord, tarp, etc. appropriately.

Lessee acknowledges and certifies that he or she has had sufficient opportunity to read this entire agreement and that the lessee had executed this document freely, intelligently, and without any duress of any kind and that the Lessee agrees to be bound by its terms and conditions.

Lessee signature _____ Date of consent ____/____/____

Lessor signature _____