

# WESTERN OKLAHOMA INFLATABLES

Make checks payable to western ok inflatables

Deposit Amount: \_\_\_\_\_

580-799-5028 - Shy Cox

Total Amount Due: \_\_\_\_\_

580-821-1541 – Kacey Cox

Payment Type: \_\_\_\_\_

## RENTAL AGREEMENT

Rental Date: \_\_\_\_\_ Rental Fee: \_\_\_\_\_

Lessee: \_\_\_\_\_ Start Time: \_\_\_\_\_

Address: \_\_\_\_\_ End Time: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Type of Unit: \_\_\_\_\_

1. **LEASE AND RENTAL FEE:** The undersigned customer (Lessee) leases from Western Oklahoma Inflatables the inflatable Unit(s) listed above (Type of Unit) at the date and time specified above. Lessee shall pay Western Oklahoma Inflatables the Rental Fee prior to receipt of the Unit.
2. **DELIVERY AND TRANSPORTATION EXPENSES:** Except as otherwise provided herein, all charges in delivering and picking up the Unit to and from the Event Location specified above are included in the Total noted above. Western Oklahoma Inflatables shall use its best efforts to deliver the Unit at the "Start Time" time on the event date as stated above; however, Western Oklahoma Inflatables cannot guarantee that the Unit will be delivered at exactly the "Start Time" time. Lessee grants Western Oklahoma Inflatables the right to enter the specified property for delivery and removal of Unit.
3. **RULES TO FOLLOW DURING THE USE OF THE UNIT:** (a) Only participants of compatible ages and sizes shall play in the Unit at the same time. Adhere to capacity requirements as posted on the Unit. (b) All participants must remove shoes, glasses, and other sharp objects before entering the Unit. (c) To avoid neck and back injuries flips are not allowed in the Unit. In the event that is an inflatable slide, participants shall not jump from the platform on the sliding area. **(d) ADULT SUPERVISIONS ABSOLUTELY REQUIRED WHEN PARTICIPANTS ARE IN THE UNIT. THE LESSEE SHALL BE RESPONSIBLE FOR THE SUPERVISION OF THE PARTICIPANTS WHILE THEY ARE IN THE UNIT. AS THE LESSEE OF THE UNIT, THE SAFETY OF ALL PARTICIPANTS SHALL BE THE LESSEE'S SOLE RESPONSIBILITY.** (e) **ABSOLUTELY NO "SILLY STRING", GUM, CANDY, DRINKS, FOOD, CIGARETTES, CONFETTI, ANIMALS, BUBBLES, TAPE/ADHESIVE, OR ANY OTHER SUBSTANCES ARE ALLOWED IN THE UNIT.**

### **CUSTOMER INITIALS** \_\_\_\_\_

(f) The Unit shall not be moved from the location of installation. It is the Lessee's responsibility to keep the Unit clean and free from debris. In no event shall the Unit be removed from the Address specified above. (g) The anchoring systems (stakes or sandbags) shall not be altered or tampered with in any way or manner. If for any reason the anchoring system becomes altered from the original installation, usage of the Unit must stop immediately, and the Lessee must call the Western Oklahoma Inflatables at the number above. (h) participants shall be kept away from the blower(s) used to inflate the Unit. In the event that the blower is accidentally turned off, remove all participants from the Unit and turn on the blower. Do not allow participants to re-enter the Unit until the Unit has been fully inflated. (i) All Units have been equipped with a zipper designed for quick deflation of the Unit at the same time of pick up. Do not allow any participants to open the zipper. In the event that the zipper has been opened, remove all participants from the Unit and close the zipper. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated. (j) Keep the Unit and the blower at least 15 feet away from swimming pools or other sources of water. (k) Do not allow participants to jump while holding on to the netting of the

Unit.(l)In addition to the aforementioned rules, all persons using this Unit must obey all of the rules described on the Safety Rules sign attached to the Unit.

4. **TROUBLE SHOOTING:** The blower motor remains on while Unit is in use. If Unit deflates, evacuate Unit calmly, there is no immediate threat if involuntary deflation occurs. Once participants are safely evacuated, check to make sure the motor is on and plugged in. Check the circuit breaker. Make sure nothing is blocking the air intake of the blower motor. Check the air tubes for tightness. If you still experience difficulties, please call the above number.
5. **REPRESENTATIONS AND WARRANTIES BY LESSEE:** Lessee represents and warrants that, (a) That he/she will fully read this agreement and that he/she has been instructed and fully understands the safe operation of the Unit. Lessee shall observe all safety precautions contained herewith, including but no limited to constant supervision of participants. (b) That he/she shall keep the Unit in the same condition as when received, ordinary wear and tear accepted. (c) That he/she accepts responsibility for any damages to the Unit usage. (d) That he/she agrees to reimburse Western Oklahoma Inflatables through Western Oklahoma Inflatables agent who delivers and picks up the Unit. In the event that the Unit is not safely returned, the Lessee shall pay Western Oklahoma Inflatables the full market value of the Unit. (f) That he/she will follow the instructions under section three hereunder. (g) That he/she will not remove the Unit from the event location. (h) That he/she will not make any alterations or attachments to the Unit. (i) That he/she has received the Unit in good working order and condition.
6. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:** Western Oklahoma Inflatables makes no warranties or representations, either expressed or implied, with respect to the Unit under this agreement, all of which are hereby disclaimed and excluded by Western Oklahoma Inflatables, including without limitation any warranty of merchant ability or fitness for a particular purpose or use. In no event will Western Oklahoma Inflatables be liable for any indirect, special, incidental, or consequential damages of any character arising out of or in connection with the use of the Unit, including, without limitation, any damages arising out of personal injuries while using the Unit.
7. **TITLE:** Lessee shall keep the Unit in his or her custody at all time and shall not sublease, rent, sell, remove from the event location, or otherwise transfer the Unit. The Unit shall remain the property of the Western Oklahoma Inflatables and may only be removed by Western Oklahoma Inflatables or Western Oklahoma Inflatables agent after the "End Time" as specified above. **CUSTOMER INITIALS** \_\_\_\_\_
8. **INDEMNIFICATION; RELEASE OF LIABILITY:** The Lessee shall have the full responsibility of the Units operation, including but not limited to supervision of the participants in the Unit. Western Oklahoma Inflatables and its officers, employees, and agents, shall not be responsible for any injuries incurred during the use of the Unit. Lessee further agrees to hold Western Oklahoma Inflatables and its officers, employees, and agents free and harmless against any injuries or claim, the Lessee shall indemnify and hold harmless the Western Oklahoma Inflatables and its officers, employees, and agents from and against any cost incurred due to claims arising out of or in connection with the use and safe return of the Unit.
9. **ENTIRE AGREEMENT:** This Rental Agreement constitutes the full agreement between Western Oklahoma Inflatables and Lessee. The receipt of the Western Oklahoma Inflatables Unit that is the subject of this agreement is in good working order and repair and this is so acknowledged by Lessee.
10. **WEATHER POLICY:** In the event of rain, high wind, or other causes outside the control of the Western Oklahoma Inflatables, Western Oklahoma Inflatables reserves the right to terminate this Agreement and cancel the reservation hereunder.
11. **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. **CUSTOMER INITIALS** \_\_\_\_\_

**CALL 580-821-1541 IF A DIFFERENT DRIVER ARRIVES TO PICK UP UNIT.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_