

J's Bounce N Play Rental Agreement & Liability Release

(912) 977-5585

EQUIPMENT RENTAL AND TERMS OF RENTAL AGREEMENT:

The undersigned, as Lessee, hires J's Bounce N Play as Lessor, Bounce House rental equipment. Rental fee is due upon set up at the Location listed below.

DEPOSIT AND BINDER:

Lessee agrees to pay a \$50 deposit or binder per unit to secure a reservation date.

DELIVERY:

To the location and street address specified below by Lessee. Lessee grants Lessor the right to enter the property at specified address for delivery and subsequent pickup of the unit(s) at or after specified reasonable agreed time listed below. If we are not granted access to the property at pickup time you will be charged for an additional day of rent.

CANCELLATION POLICY:

If your reservation is cancelled 2 days or more prior to your rental you will be given a rain check that is good for 6 months. If you cancel within 48 hours of your reservation, your deposit will be forfeited.

GENERAL RULES TO FOLLOW DURING THE USE OF UNIT(S):

- Only 6 persons of compatible age and size shall play in a single unit at one time. Only one person of compatible age and size shall proceed up the steps and down the slide at one time when applicable for slide unit options. (500 pounds total maximum weight for the complete unit). Toddler unit(s) are strictly for toddlers. (150 pound maximum).
- All participants MUST REMOVE SHOES, BELTS, JEWELRY OR ANY OTHER SHARP OBJECTS before entering a unit.
- To avoid serious neck and back injuries, FLIPS, WRESTLING, AND/OR FIGHTING ARE NOT ALLOWED ON THE UNIT AT ANY TIME.
- CHILDREN'S SAFETY DEPENDS ON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. As the lessee of the unit, THE SAFETY OF ALL PARTICIPANTS IS LESSEE'S RESPONSIBILITY.
- DO NOT MOVE THE UNIT from the place where setup was completed. If the unit moves, pull the corner back to its original location. **CAUTION:** Keep the unit away from swimming pools or any machinery that can generate heat or cause damage to the unit. If you request a unit to be moved after setup there will be a \$75 relocating fee.

SAFE OPERATION AND RETURN ACKNOWLEDGMENT:

1. LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT THE UNIT AND FULLY UNDERSTANDS THE SAFE OPERATION OF THE UNIT THAT IS SUBJECT OF THE RENTAL AGREEMENT. LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS.
2. LESSEE REPRESENTS AND WARRANTS SAFE RETURN OF THE UNIT(S) AND HEREBY AGREES TO PAY LESSOR THE COST OF REPAIR OR FULL REPLACEMENT VALUE OF ANY DAMAGED EQUIPMENT OR UNIT AS DETERMINED BY THE LESSOR. THE

LESSEE ALSO AGREES TO PAY A MINIMUM OF \$50 REPAIR FEE FOR ANY REPAIRS THAT REQUIRE PATCHING.

ALTERATIONS AND ATTACHMENTS:

No alterations in or attachments to the unit are allowed without prior written approval of the Lessor.

TITLE TO THE UNIT:

Lessee agrees to keep the unit(s) in his/her custody and will not sublease, rent, sell or remove from DELIVERY ADDRESS, or otherwise transfer such unit. The unit will remain the property of the Lessor and may be removed by the Lessor at any time after the termination of this Rental Agreement. Lessee grants to Lessor the right to come upon Lessee's property at any reasonable time for the purpose of collecting the unit(s).

RELEASE OF LIABILITY:

Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, law suits, proceeding costs, expenses, damages and liabilities including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of sited equipment including, but not limited to manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless the Lessor from injuries or damages incurred as a result of the use of said equipment unless the Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft or

destruction of the equipment during the term of this contract and any extension thereof.

RESPONSIBILITY TO MITIGATE:

In the event of injury, damage or loss due to the Lessor's negligence, Lessee agrees to and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

MERGER CLAUSE:

This rental agreement constitutes the full agreement between Lessor and Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties of this contract. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof.

WEATHER POLICY:

During periods of severe weather conditions (rain, high winds in excess of 25 mph, etc.) Lessor reserves the right to cancel Lessee's reservation. If severe weather conditions arise after drop off, Lessor shall be granted access to the property at anytime during the rental to pick up unit(s) early. If conditions become severe enough during pickup time the pickup may be delayed up to 24 hours of the original pickup time. Units may be run in light rain. **Units must be deflated, blowers turned off and power supply disconnected during heavy rain, high winds, lightning, hail, flooding or any other hazardous conditions.** Unit(s) may be inflated again once severe weather has passed. Lessee acknowledges that Lessor is not responsible for deteriorating weather and that no refunds will be given after setup is complete due to weather.

ADDITIONAL TERMS OF LEASE:

Lessor is not responsible for weather, disruption in power supply or any unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO SILLY STRING OR SIMILIAR ITEMS, SUCH AS BUT NOT LIMITED TO, FOOD, CANDY, GUM, OR OTHER STICKY SUBSTANCE, DRINKS, CONFETTI, FOAM OR TRASH, IN OR AROUND THE UNIT(S) AT ANY TIME!!!!** Silly string and like items will cause permanent damage to the unit and Lessee will be responsible for the full replacement value of the damaged rented unit and/or assessed a \$75 cleaning fee if the unit is determine not permanently damaged. Lessee agrees not to operate the unit(s) in a manner contrary to this contract and rules of use and the unit is damaged, Lessee agrees to pay the cost of repairs or full replacement value of any damaged equipment or unit.

SPECIAL INSTRUCTIONS, TIPS AND REMINDERS:

-Should the unit begin to deflate:

- The motor may have stopped. Check the power connection at the outlet and near the motor. Use only the power cords provided by J's Bounce N Play.
- Try another outlet.
- If the motor is running, check the air intake on the side of the motor for blockage and check the inflatable intake for proper flow. If you cannot correct the problem, call J's Bounce N Play at (912) 977-5585.
- Keep children away from the blower unit.

**** J's Bounce N Play accepts cash and most credit cards. If paying with cash, please have correct amount as drivers do not carry change. Payment is due at the time of setup. We are unable to accept personal checks for payment****

- Please call/inform us if you have stairs or steps, or a uneven terrain in your yard so that we can discuss setup options to ensure your event starts on time with no delays.
- Setup can be completed on most surfaces but not rocks or areas with stickers of any kind. If this type of terrain is the only available surface please inform us.
- All inflatables must be staked to the ground. If this is not possible please choose an area where the unit(s) can be tied off to appropriate posts or poles. All units must be secured on at least 4 corners.
- If your event is at a park or public location please inform us. This affects our scheduling during drop off and pick up as well as pricing. Power will need to be provided within 50 foot or additional equipment will be needed at an additional cost.
- Please contact us as soon as possible if you need or wish to cancel due to weather or any other reason. Again, once we have setup no refunds will be given for any reason including weather.

EQUIPMENT RENTED FOR USE AND DURATION:

The person(s) or organization renting this equipment from J's Bounce N Play will be held responsible and liable for any and all damage or injury occurring for whatsoever. I have read the above agreement and fully understand and accept the conditions hereof. I am aware that while in my possession I am fully responsible for the rented equipment and will pay for any loss or damage that may occur.

LESSEE INFORMATION AND SIGNATURE

Lessee: _____

Delivery

Address: _____

Delivery Date/Time: _____

Pick up Date/Time: _____

Total Rental Cost: _____

Signature