



RENTAL AGREEMENT

The Bounce Hut Limited Liability Company

(732) 672 - 9106

Date: _____

Rental Fee: _____

Name: _____

Start Time: _____

Phone Number: _____

Pickup Time: _____

Address: _____

Deposit: _____

Event: _____

Approximate # People: _____

Type of Unit:

Tarp / Grass / Sandbags # _____

Lessee has received & reviewed:

- the Safety Checklist: (initial) _____
- the Inspection Checklist: (initial) _____
- the Waiver of Liability: (initial) _____

Delivered By:

Confirmed with:

Name: _____ Date: _____

Time: _____

Balance: yes / no \$ _____

- 1. LEASE AND RENTAL FEE.** The undersigned (“Lessee”) leases from **THE BOUNCE HUT LIMITED LIABILITY COMPANY** (“Lessor”) the inflatable unit named above “the “Unit”) at the date and time specified above. Lessee shall pay Lessor the rental fee specified above (the “Rental Fee”) upon the receipt of the Unit.
- 2. DELIVERY AND TRANSPORTATION EXPENSES.** Except as otherwise provided herein, all charges in delivery of the Unit to and from the delivery address specified above are included in the Rental Fee. Lessor shall use its best efforts to deliver the Unit fifteen minutes prior to the start time specified above (the “ Start Time”). Lessor shall

not be responsible for any claims or damages in the event that the Unit is delivered earlier or later than the Start Time.

3. **INSPECTION.** Lessee has or will have inspected the Unit at delivery thereof and has been provided with an Inspection Checklist to note deficiencies, if any. Lessee has hereby agrees to return the Unit in the same condition as it had been delivered to Lessee.
4. **SAFETY CHECKLIST.** Lessee has been provided with a Safety Checklist comprised of certain important safety tips required for use of the Unit. Lessee acknowledges that the Safety Checklist is provided for convenience only and does not in any way limit the applicability of the rules set forth in Section 5 below.
5. **RULES TO FOLLOW DURING THE USE OF THE UNIT.** Lessee acknowledges that Lessee shall fully abide by the following rules:

- a. Only participants of compatible ages and sizes shall play in the Unit at the same time. The maximum number of participants of each group that should play in the Unit at one time shall be as follows:

Unit Size	Children 8 & Under	Children 9 – 12	Older Teens	Adults
10 x 10	5-6	None	None	None
13 x 13	8	5-6	3-4	3
15 x 15	10	6-8	4-5	4
Slide	1	1	1	1

- 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 the Unit is an inflatable slide, participants shall not jump from the platform on the sliding area.
- d. Adult supervision is absolutely required when participants are in the Unit. The lessee shall be responsible when participants 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, or any other substances are allowed in the Unit. It is the Lessee's responsibility to keep the Unit clean and free from any type of debris.
- f. The Unit shall not be moved from the location of the installation. In the event that the Unit has accidentally moved, remove all participants from the Unit and move the Unit back to the location of installation. In no event shall the Unit be removed from the address specified above.
- g. 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 move the Unit back to the location of installation. In no event shall the Unit be removed from the address specified above.

- h. All Units have been equipped with a zipper designed for quick deflation of the Unit at the time of pickup. 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.
 - i. Keep the Unit and the blower at least fifteen (15) feet away from swimming pools or other sources of water.
 - j. Do not allow participants to jump while holding on to the netting of the Unit.
 - k. In the unlikely event that the Unit begins to deflate while in operation, first remove all participants from the Unit, then check the following: (1) The motor may have stopped, in which case, check the cord connection at the outlet, and remember to use no more than a twenty-five-foot extension cord (stronger outlets are in the kitchens and laundry rooms); (2) If the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the Funny Jump unit for snugness, re-tie if necessary; (3) Check and make sure the zipper(s) on the Unit is fully closed; (4) If you cannot correct the problem, contact Lessor at the number above immediately.
- 6. UNIT STORAGE BY LESSEE.** The Lessee shall keep the Unit in his/her custody at all times and shall not sublease, rent, sell, remove from the "Delivery Address" specified above, or otherwise transfer the Unit. The Unit shall remain the property of the Lessor and may only be removed by Lessor or Lessor's agent after "End Time" as specified above.
- 7. ADDITIONAL REPRESENTATION AND WARRANTIES BY LESSEE:** In addition to and not in limitation of, any other acknowledgements, representations or warranties contained in this Rental Agreement, Lessee represents and warrants:
- a. That he/she has fully read this Agreement and that he/she has been instructed about and fully understand the safe operation of the Unit. Lessee shall observe all safety precautions contained herein, including, but not limited to, constant supervision of the participants.
 - b. That he/she has not removed the Unit from the location of the installation.
 - c. That he/she has not made alterations or attachments to the Unit.
 - d. That, except as expressly noted on the Inspection Checklist, he/she has received the Unit in good working order and condition.
 - e. That he/she shall be responsible for the safe return of the Unit to Lessor through Lessor's agent who delivers and picks up the Unit. Lessee shall only allow the same person to deliver the Unit to pick up the Unit. In the event that the Unit is not safely returned, Lessee shall pay Lessor the full replacement value of the Unit.

- 8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT UNDER THIS AGREEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 9. DISCLAIMER OF CONSEQUENTIAL DAMAGES:** BY SIGNING THIS CONTRACT, LESSEE EXPRESSLY WAIVES ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES IN THE EVENT OF ANY INJURY, DAMAGE OR LOSS RESULTING FROM THE USE OF LESSOR'S UNIT.
- 10. WAIVER OF LIABILITY.** Lessee acknowledges receipt of Waiver of Liability. By executing the Waiver of Liability, Lessee acknowledges and agrees that, due to the inherent risk present in the activity involving the Unit, Lessee hereby releases Lessor from any and all liability arising out of or relating to the use of the Unit by Lessor or any persons authorized or permitted by Lessor.
- 11. INDEMNIFICATION.**
- a. Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, 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 the Unit including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the Unit unless same is caused by the gross negligence or willful misconduct of Lessor.
 - b. Lessee further agrees to indemnify and reimburse Lessor for any and all damage to the Unit or any equipment delivered with the Unit, including, without limitation, the full replacement value of the Unit and such equipment.
- 12. MERGER CLAUSE:** This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the 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 to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.
- 13. ENTIRE AGREEMENT.** The Rental Agreement constitutes the full agreement between Lessor and Lessee. The receipt of The Bounce Hut Unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.
- 14. RAIN POLICY.** In the event of rain, high wind, or other causes outside the control of Lessor, Lessor reserves the right to terminate the Agreement and cancel the reservation hereunder.

Signature: _____ **Date:** _____

Print Name: _____

