



# RENTAL CONTRACT

## RENTAL AGREEMENT & RELEASE

(Acknowledgment of Risk)

Rental Unit \_\_\_\_\_ Date of Rental \_\_\_\_\_

Lessee Name \_\_\_\_\_ Phone # \_\_\_\_\_

**Amount of Non-refundable Deposit Required is \$50.00** Delivery & Pick-up Time \_\_\_\_\_ to \_\_\_\_\_

Amount Due at Delivery \_\_\_\_\_ Delivery Address \_\_\_\_\_

I understand and acknowledge that the activity to be engaged with the rental of an inflatable unit(s) interactive amusement device, bring with it both known and unanticipated risks to myself and/or guests and/or participators. Those risks include but are not limited to falling, slipping, crashing, and colliding and could result in injury, illness, emotional distress, death, or property damage to myself and my guests and/or participators.

### HARMLESS PROVISIONS

Lessee agrees to indemnify and hold harmless lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless 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 the contract and any extension thereof.

### DUTY TO MITIGATE

In the event of injury, damage, or loss due to lessor's negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss. DISCLAIMER OF CONSEQUENTIAL DAMAGES: By signing this contract, lessee agrees to forgo seeking any consequential damages in the event of any injury, damage or

loss due to lessor's negligence.

### DISCLAIMER OF WARRANTIES

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed. By signing this contract, lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by lessee is hereby disclaimed. Lessee understands that the only warranties pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property, which lessee has received a copy of.

### MERGER CLAUSE

This signed Agreement in conjunction with the signed instruction manual and signed reservation form contains the entire 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 to this contract. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof.

### DELIVERY & PICK-UP

**We begin deliveries at 7am. We begin picking up units at 7pm in the same order they were delivered.** Lessee/customer grants the right and has the right, to grant Mega Bounce Inflatables, LLC to enter said property for the delivery and pick-up of equipment at the approximate specified times. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the underneath of the unit, which could result in damage/cleaning/loss fees. Mega Bounce Inflatables, LLC reserves the right not to perform outdoor engagements when, in Mega Bounce Inflatables, LLC's judgment, weather conditions would be detrimental to the equipment and/or safety concerns for the This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions. If weather is questionable Mega Bounce Inflatables, LLC will contact lessee prior to delivery. Deposit will be refunded if lessee is made to cancel by Mega Bounce

Inflatables, LLC due to weather conditions.

### RENTAL UNIT(S) DAMAGES

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal. UNIT NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Mega Bounce Inflatables, LLC rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but ranges are estimated on the following page.

#### FEES

\$50-\$100 (cleaning)

\$200-\$500 (damage)

\$4000 if the unit is not repairable (loss)

### HOMEOWNERS' INSURANCE

I acknowledge that I have adequate homeowners' insurance, tenants insurance, or other liability insurance to cover any bodily injury or property damage which may occur to me, my guests and or participators for the use of the unit(s) I am renting. If not lessee assumes all responsibility in the event of any such injury, damage, or loss due to lessor's negligence, lessee agrees and assumes the duty to be responsible for costs resulting from said injury, damage or loss.

## **RULES & SUPERVISION**

Participants must be supervised at ALL times. Please go over all rules to participants before using the inflatable unit. The lessee/customer agrees to supervise both the equipment and its use at all times said the equipment is in the possession of the lessee/customer. The customer/lessee assumes the role of operator while unit is in their possession.

Accompanying the contract is a set of Manufacturer directions for use, Mega Bounce Inflatables, LLC Safety Rules and Code of Conduct which applies to the use of any and all Mega Bounce Inflatables, LLC rental units which I agree to follow and utilize at all times during the operation and use of the inflatable unit(s). Lessee is responsible for enforcing posted rules, rules listed in this document, and any attached rules/code of conduct provided.

The operator/lessee is responsible for ensuring that the size and number of persons entering the inflatable does not exceed the manufacturer maximum occupancy. Lessee agrees to have at least 1 person of average strength per inflatable at all times. This person (lessee/operator) will be responsible for the operation of the rented inflatable/ride. Instructions for safety and operation will be reviewed at time of setup.

- **DO NOT turn the unit off. DO NOT move the unit once it is set up. THIS WILL RESULT IN AN EXTRA FEE!**
- **NO FACE PAINT, SILLY STRING, SOAP, OIL, BABY SHAMPOO, BATH BOMBS, CLEANING PRODUCTS, STREAMERS, CONFETTI, GLITTER, TOYS, FOOD, DRINKS, CANDY, PETS, SHOES, POOL FLOATS, or SHARP OBJECTS are to be allowed in or near the units at any time. This could result in cleaning/damage/repair/loss costs!**
- **Jump or slide on the unit as outlined on the unit safety rules.**
- **NO taping, fastening or hanging anything to or in the inflatable unit. SEVERE INJURY RISK CAN OCCUR. DAMAGE FEES COULD APPLY.**
- **DO NOT remove anything from the unit. All liners, mesh, banners, etc. are installed for a reason and should not be removed. DAMAGE FEES COULD APPLY.**
- **NO SHOES allowed in or on ANY UNIT. DAMAGE FEES COULD APPLY.**
- **The jump house is designed for children and is not recommended for adults. DO NOT MIX SIZES WHILE JUMPING. SEVERE INJURY RISK CAN OCCUR.**
- **Assist all participants in entering/exiting the unit**
- **All persons must remove shoes, glasses, jewelry, belts, hair pins and clips, body jewelry, pocket knives, sharp objects etc. before entering a unit. SEVERE INJURY COULD OCCUR. DAMAGE FEES COULD APPLY.**
- **NO climbing, hanging, standing or pulling on sides, tops, backs or netting of units. NO crawling under bottom or edge of units. SEVERE INJURY RISK CAN OCCUR.**
- **NO roughhousing, horseplay in/or around unit. NO flips or somersaults etc. NO bouncing against the walls or near the door of the units. SEVERE INJURY RISK CAN OCCUR.**
- **SHOULD DAMAGE OCCUR, CONTACT US IMMEDIATELY. PLEASE DO NOT ATTEMPT TO FIX OR CLEAN THE UNIT YOURSELF AS THIS COULD CAUSE FURTHER DAMAGE. DAMAGE FEES COULD APPLY.**

### **Should the inflatable unit begin to deflate?**

- Remove all persons from the inflatable unit.
- The motor has stopped: check the cord connection at the outlet and the blower.
- The blower continues to run: check the air intake on the side of the blower for any blockage. Check the inflatable tube to the blower for snugness and pull the strap for tightening if necessary.
- Any problems or questions with equipment please Mega Bounce Inflatables, LLC at 985-791-2950 or 985-772-0719.

I agree to accept for use "as is" the inflatable unit listed on my Rental Agreement, I agree to accept full responsibility for the care of all equipment while it is in my possession. I agree to pay full retail value of any equipment rented under this agreement that I do not return or that is beyond repair. I agree to pay for any cost of repair due to my negligence and/or misuse. I agree to follow all the rules stated on this agreement!

### **FULL PAYMENT IS DUE AT TIME OF DELIVERY!**

I acknowledge and certify that I have had sufficient opportunity to read all pages of this entire document, in which I understand its content and I execute it freely, intelligently and without duress of any kind and agree to be bound by its items and/or terms. I acknowledge I have received a copy of the operator manual for the unit I am renting Lessee/Customer/Operator.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**\*\*Questions or concerns Please contact Mega Bounce Inflatables, LLC at 985-791-2950 or 985-772-0719. Thank You!\*\***