

# Rental Agreement

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2008 by and between the undersigned Lessee, and Afford-A-Bounce Party LLC, hereafter known as the Lessor and is mutually agreed that the contract shall be subject to the information in this contract.

**PARTIES:** The Lessee hereby engages Lessor who agrees to furnish the items described upon the terms and conditions set forth herein.

**BALANCE:** \$ \_\_\_\_\_ is due upon arrival at the event.

**DEPOSIT:** Full payment is due at the time of reservation if booking is made online. Call for special arrangements if paying with cash.

**TIMING AND FEES:** The reserved rentals shall be delivered no later than 45 minutes after the requested start time unless both parties agree upon other arrangements.

**OPERATION:** The Lessee should be the person who will be responsible for operation of the unit. Lessee is responsible for enforcing posted rules. It is imperative that the units are not left unattended! Instructions for safety and operation will be reviewed at the time of setup.

## **AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!**

**SPECIAL PROVISIONS:** The Lessor reserves the right not to perform outdoor engagements when, in the Lessor's judgment, **weather conditions** would be detrimental to the Lessor's equipment. This includes but is not limited to **wind, rain, or mud**. A suitable indoor location may be reserved by the Lessee as an alternative site in the event of poor weather conditions.

\*A representative from the Lessor will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event, the deposit is not refundable. At the time of this call, if the Lessee chooses not to have the equipment delivered due to weather concerns, the full deposit will be returned.

**NEGLIGENCE OR ABUSE:** Lessee agrees to be responsible for any damage to Afford-A-Bounce Party, LLC equipment, if damage is incurred while the equipment is in the possession of the Lessee. Damage fees vary but are estimated below:

Bounces:                                 \$100-\$200 for cleaning fees  
  \$300-\$600 for repairs  
  \$3,000 if the unit is not repairable

Water Slides:                             \$200-\$300 for cleaning fees  
  \$400-\$700 for repairs  
  \$5,000 if the unit is not repairable

Combo Unit:                               \$300-\$400 for cleaning fees  
  \$400-\$800 for repairs  
  \$9,000 if the unit is not repairable

Blowers:                                   Up to \$500.00 to replace  
Generator:                                 Up to \$750 to replace

Cotton Candy Machine: Up to \$500 to replace  
Popcorn Machine: Up to \$400 to replace  
Table and Chairs: Up to \$200 to replace

**No food, drinks, animals, silly string, shoes, or sharp objects are allowed in the rentals at any time.** The operator is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. 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 bottom of the unit.

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.

If blower stops working during use for any reason, proceed to get all children out of inflatable and call us for assistance. The unit will take around 5 minutes to show a significant deflation.

Inflatables are not to be used by children over 15 years of age. Inflatables are not to be used by persons under the influence of alcohol, drugs or other intoxication substances.

This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriated parties.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact the Lessor at **972-310-3033** immediately in order to expedite the problem. If Lessee fails to contact us, the Lessor is not responsible for any refunds.

**Lessee Name (Print):** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address of Event:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Setup Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

## Hold Harmless and Indemnification Agreement

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In Consideration of the foregoing lease, Lessee acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. Lessee makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives, and discharges lessor, including its agents, servants, employees, officers, directors, and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge lessor from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, loss of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all rights to sue Afford-A-Bounce Party LLC for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others, Lessee understands and agrees that no oral representations or statements have been made by lessor to representations set forth herein.

I (We) have read and understand the foregoing.

**Lessee:** \_\_\_\_\_

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