

Jets Bounce Party Rentals

RENTAL AGREEMENT

Lessee Name	Date
Phone (home)	Address
Phone (cell)	Address for Rental Use (If different than above)

As consideration for rental of the equipment identified above ("Equipment") by Lessee identified above ("Lessee") from Jets Bounce Party Rentals ("Lessor"), the undersigned acknowledges, appreciates, understands and agrees to the following ("Agreement"):

1. The Equipment has been received in good condition and will be returned in the same condition (ordinary wear and accepted).
2. Lessee agrees not to loan, sublet or otherwise dispose of the Equipment or use it at any other location other than the address for rental use listed above ("Rental Address").
3. Lessee is authorized to occupy the Rental Address and grants Lessor the right to enter the Rental Address to deliver, set up, operate, disassemble, and repossess the Equipment at any time permitted by law.
4. Lessee agrees to reimburse Lessor for all reasonable attorney fees, court costs and expenses incurred by Lessor to enforce collection or to preserve or enforce rights under this Agreement.
5. Lessee agrees to be responsible for any loss of or damage to the Equipment and shall reimburse Lessor for all of Lessor's costs and expenses for repair and replacement of any Equipment.
6. If the Equipment is damaged beyond repair, Lessee agrees to pay for all replacement damages.
7. Lessee agrees to ensure that all users (and users' guardians) of the Equipment go over and read the Rental Policies and Procedures attached and incorporated hereto.
8. Lessee acknowledges that Lessor is not responsible for striking or damaging any underground utility lines/devices (included but not limited to: electrical, plumbing, sprinkler, etc.) when setting up and disassembling the Equipment; it is Lessee's responsibility to tell Lessor where the Equipment is to be set up and have any underground utility lines marked prior too.
9. Lessee agrees to inspect the Equipment installation by Lessor to review that the Equipment been properly secured with metal stakes and/or sandbag anchors. However, Lessee acknowledges that Lessor's attempts do not guarantee that the Equipment will remain in place and Lessee acknowledges that there is a significant risk that the Equipment may not remain grounded.
10. Lessee agrees that it will not use or allow others to use Equipment if inclement weather conditions exist including, without limitation, rain, wind, snow and/or lightning. Lessee agrees that it is their sole responsibility to protect the Equipment from damage due to weather and to protect those individuals using the Equipment during inclement weather conditions or at any other time.
11. **NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED; RESPONSIBILITY AND LIABILITY:** Lessee understands that there are no warranties of merchantability or fitness either expressed or implied related in any way whatsoever with the use of the Equipment. Lessee is aware that while in Lessee's care and control, Lessee is fully responsible and liable for the Equipment and will pay for any loss or damages that may occur. Lessee is also fully responsible and liable for any and all damage or injury occurring for any reason whatsoever arising out of, occurring in connection with, resulting from or in any other way relating to the use of the Equipment.

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12. **ACKNOWLEDGEMENT AND ASSUMPTION OF THE RISKS:** Lessee understands and acknowledges that the use and play on amusement devices, such as the Equipment, entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant, and Lessee assumes all such risks arising out of, occurring in connection with, resulting from or in any other way relating to the use of the Equipment.
13. **WAIVER, RELEASE, AND INDEMNIFICATION:** Lessee, on behalf of themselves, their heirs, executors, administrators, successors and assigns, to the fullest extent permitted by law, agrees to defend, release, waive, discharge, indemnify and hold Lessor and its officers, agents, employees, representatives, owners and affiliates harmless from and against any and all loss, claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities of any kind or nature whatsoever, including, but not limited to reasonable attorney's fees and costs, arising out of, occurring in connection with, resulting from or in any other way relating to the use of the Equipment, whether or not caused in whole or in part by the active or passive negligence or other fault of Lessor or its officers, agents, employees, representatives, owners and affiliates. This includes, but is not limited to, the manufacture, selection, delivery, possession, maintenance, installation, use, operation, damage, destruction, dissemblance, theft or return of the Equipment. Lessor cannot, under any circumstances, be held liable for injuries as a result of misuse, an act of God, an act of nature, or other conditions beyond its control or knowledge. It is the express intention of the Lessee to make the above statements. Lessee understands the significance and consequence of such specific intention and hereby assumes all responsibility for all injuries, damages, losses, or death arising out of, occurring in connection with or resulting from or in any other way relating to the use of the Equipment.
14. Lessee agrees that it shall comply with all rental policies and procedures, rules and verbal instructions as conditions for rental and use of Equipment, including without limitation the Rental Policies and Procedures which are attached and incorporated herein. Lessee agrees to use the Equipment in the manner for which it is intended. Lessee agrees to advise all other participants of such policies, procedures, rules and instructions, including without limitation the Rental Policies and Procedures. Lessee shall not, nor permit others to, use the Equipment in an unsafe, negligent, or reckless manner.
15. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. If any term or provision of this Agreement shall be rendered or declared invalid by any court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts of this Agreement shall remain in full force and effect.
16. The undersigned represents that they are of legal age and are freely signing this Agreement. If the individual is signing on behalf of an entity, the individual also represents that they have been authorized by Lessee to execute this Agreement on its behalf. The undersigned acknowledges and certifies that they had sufficient opportunity to read the entire Agreement.
17. **OVERNIGHT RENTALS:** Lessee understands and acknowledges that any blower is to be removed from the Equipment and locked in a secure location overnight. _____ Initial
18. The caption or heading of any numerical section does not constitute a part of this Agreement but is for informational purposes only.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned acknowledges that they have carefully read, understand and agree to the terms and conditions of this Agreement, and that they are signing this Agreement voluntarily, of their own free will, absent any coercion.

Lessee (if an individual)

Signature: _____ Date: _____

Lessee Printed Name: _____

Lessee (if an entity)

Title: _____

Signature: _____ Date: _____

Lessee Printed Name: _____

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Rental Safety and Procedures

Important Safety Rules to Follow: Safety is first, especially when it comes to children!

1. DO NOT let children play on the Equipment without the supervision of a responsible adult. Responsible supervision is necessary to enforce these rules for safe operation of the Equipment.
2. A responsible adult must supervise the Equipment at all times.
3. Each inflatable Equipment is equipped with a list of safety rules attached usually near the entrance. Please read these rules and do not exceed the weight limit or number of rider capacities. Always ensure that the inflatable Equipment is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using the inflatable Equipment at the same time.
4. All persons must take off their shoes before entering or climbing onto the inflatable Equipment.
5. It is the responsibility of the Lessee to ensure that all possible precautions are taken to avoid injury to people or damage to the Equipment.
6. No food, drink or chewing gum on or around the inflatable Equipment. This will avoid a choking risk. This will also keep the inflatable Equipment clean. (Please note if the inflatable Equipment is collected in a dirty condition then the Lessee will incur a cleaning charge).
7. Shoes, glasses, jewelry, and badges MUST be removed before using the inflatable Equipment to avoid injury users and damage to the inflatable Equipment.
8. NO face paints, party poppers, **FIREWORKS**, colored streamers or **SILLY STRING** is to be used either on or near the Equipment. (Please note these products will cause damage to the inflatable Equipment that cannot be repaired).
9. Only 1 rider is allowed at the top of a single lane wet or dry slide at a time, or 2 riders for double lane slides.
10. Climbing, hanging or sitting on walls of the inflatable Equipment is dangerous and must not be allowed.
11. Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
12. No pets, toys or sharp instruments are permitted on the inflatable Equipment at any time.
13. Do not allow anyone to bounce on the front safety step as this is dangerous.
14. Slide down feet first on slides and one person at a time.
15. On the Wrecking Ball inflatable, only four participants at a time. No hanging or riding on the wrecking ball as it will tear. If the wrecking ball is ripped down, Lessee will be charged a \$200 repair fee.
16. Keep children away from the blower and the blower power switch.
17. Do not allow anyone to be on the inflatable Equipment during inflation or deflation as this is dangerous.
18. Please ensure that children are not attempting somersaults, rough housing or flips and are clothed appropriately and that nothing can fall out of their pockets.
19. Use precaution when renting generators. They can be very hot. There is a risk of electrical shock. Please keep children away.
20. Use precaution when renting concessions. They can be very hot. There is a risk of electrical shock. Please keep children away.
21. No standing on chairs or tables. Chairs have a 250 lb. weight limit. Abuse to tables and chairs, carnival or yard games, tents or any other Equipment rentals will require a repair or replacement fee.

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Policies

Payments: Full payment in the form of cash or credit card is due upon arrival at the event. Checks are acceptable at the discretion of Lessor.

Cancellations: You can call and cancel or reschedule your rental at any time up to the morning of the scheduled delivery. However, make sure you cancel a few hours before the delivery arrives. Once we arrive on site, **FULL** payment is due. Deposits will be fully refunded if cancellation occurs a few hours before we arrive. If a refund is requested and full payment was made online, we will refund the full amount minus the paypal refund fees which are minimal.

Delivery: Customer pickups for inflatables are not permitted due to insurance reasons. The reserved rentals are normally delivered no later than 30 minutes before the requested start time unless both parties agreed upon other arrangements. If it is raining the day of the scheduled delivery, we will not start deliveries until the rain has stopped. We prefer to pickup that night, or the following morning depending on the arrangements made.

Weather: In the event of inclement weather on the date of your rental (rain/high-winds), you may cancel your order. Please do so as soon as possible. We will not setup an inflatable unit in rain or high wind conditions. Although the decision to cancel is usually up to the customer, **we reserve the ultimate right to cancel due to poor/dangerous weather conditions**. This can and does happen from time to time. You can reschedule or ask for a refund. Bad weather can arrive in the form of rain, lightning or strong winds. Bad weather can be a hazard due to slipping and electrical shock near the blower. Winds greater than 17 miles per hour can be hazardous due to an inflatable blowing over with children in, near or on it. In each case you must evacuate the inflatable Equipment as quickly as possible. Stay calm and stay focused on your job, which is helping your guests exit the inflatable Equipment quickly. After everyone has exited the inflatable, deflate the inflatable by turning off the blower.

Underground Sprinklers and Utilities: Front yards (especially in housing developments), will have underground utilities and possibly underground sprinkler systems. Townhouses could have underground utilities in side and rear yards as well. Look for green telephone or cable boxes, underground electrical enclosures, underground propane tanks, white PVC pipes, etc.. If the setup area has an underground sprinkler system, we will use **sandbag anchors only** to prevent damage to the sprinklers and costly repairs. Small front yards close to the road are more susceptible to underground utilities. If we will be using ground stake anchors then a **PA 811 call should be made to mark such utilities at least a week before the inflatable arrives**. First, an area will be marked off where the inflatable will be placed. Next, a Pa 811 call will be made. After a couple days, utility companies one by one will come out and spray paint markings where their utilities are. They will notice the marked off area and let you know if the spot is clear of underground utilities or not. It's not that bad. We would rather be sure than pound a ground stake into an underground utility and then someone has to pay for it. It is a free service and we can assist with this.

Electrical and Water Requirements: The inflatable must be placed within **100'** of a power source. **Test your outside outlet before we arrive**. The blower must run continuously to keep the inflatable blown up. A standard 115V outlet 20 amp circuit is sufficient. The blower requires a ground fault circuit interrupter (GFCI). We provide the appropriate extension cords to power our equipment. In addition to electrical, units using water will need a water source. **We do not provide a hose to attach to the inflatable, or a source of water. Please have your garden hose laid out to the location of the inflatable setup**. We rent generators at an additional charge for events held at locations without a sufficient power source.

Loss of Electrical Power: This situation tends to cause panic. Remain calm and help guests exit safely and quickly. Each person must exit the inflatable. First, check and see if the blower has been unplugged. Next, check the air intake on the side of the motor for blockage. Check tubes on the back of the inflatable for snugness and retie if necessary. Also, check circuit breakers and extension cords.

Capacity for Inflatables: Capacity for inflatable Equipment will vary depending on the age/weight/height of the individuals. Please read **safety rules** attached to the inflatable to determine the permitted capacity. If the capacity cannot be determined from reading the safety rules, contact Lessor prior to using.

Site Preparation and Location: Depending on the inflatable Equipment, a good rule of thumb is to have 5 feet of clear area on all sides of the inflatable. For example; a 15' x 15' bounce house should have a clear area of 25' x 25'. **Please measure the area**. The "unit size" along with the "required space needed" is posted on our website for each individual inflatable. This area must be clear of branches, fences, inclines, dog droppings and any other obstructions. **Dirt, sand, gravel, and mulch are unacceptable surfaces for setup**. If the inflatable Equipment is to be set on concrete or asphalt, we need to be informed so we can bring sandbag anchors. The inflatable should be relatively level. If your event is being held at a property that is owned and maintained by a management company, a letter of consent must be obtained from management, and all **underground utilities must be flagged before set up**. If rental is going to be set up in an indoor location, please check to see there is easy access for delivery, there is at least an additional 2 feet of ceiling height above the height of the inflatable and always obtain permission from the property owner to set up an inflatable. If you plan to set up in a park then you must call the park in advance to gain permission. Please have children refrain from sandbox usage when the inflatable is at your property. It is almost impossible to remove sand from inflatables.

Damage: If Equipment becomes damaged, write down what happened and contact Lessor immediately. Do not continue to operate the Equipment.