

Anytime inflatables llc

RENTAL AGREEMENT / RELEASE AND ASSUMPTION OF RISK FOR USE OF THE ANYTIME INFLATABLES LLC PRODUCTS

I. LESSOR: ANYTIME INFLATABLES LLC (Hereinafter collectively known as "XX")

II. LESSEE:

<u>NAME:</u>		<u>ADDRESS:</u>		<u>APT NO:</u>
<u>CITY:</u>			<u>STATE:</u>	<u>ZIP CODE:</u>
<u>HOME:</u>	<u>CELL:</u>	<u>WORK:</u>		

III. EVENT INFORMATION:

<u>EVENT DATE:</u>	<u>EVENT TIMES:</u>	<u>OVERNIGHT</u> []	<u>CITY:</u>
<u>POC:</u>			<u>ST</u> Louisiana
<u>POC CONTACT NUMBER(S):</u>			<u>ZIP CODE:</u>
<u>EVENT LOCATION:</u>		<u>PARK</u> []	<u>COUNTY:</u>

IV. FEE DISCLOSURE:

UNIT I.D.	QTY	EQUIPMENT DESCRIPTION	REPLACEMENT VALUE	RENTAL FEE	RENTAL AMOUNT	\$
			\$	\$	DELIVERY FEE	\$
			\$	\$	SALES TAX	\$
			\$	\$	TOTAL	\$
			\$	\$	DEPOSIT	\$
			\$	\$	BALANCE DUE (CH / CK / CC)	\$
		<u>CONCESSION EQUIPMENT</u>	<u>FLAVOR(S)</u>	<u>SERVINGS</u>	<u>REPLACE VALUE</u>	\$
					\$	Check Number: _____
					\$	ID: _____ STATE: _____
					\$	XX Representative: _____

V. GENERAL RULES: The Lessee or using party shall be in charge of operation and is fully responsible for operation after receiving unit. Lessee agrees to supervise both the equipment and its use at all times said equipment is in the possession of the Lessee. Disclosed in this contract is a set of directions for use and safety rules that lessee agrees to follow and utilize at all times during the operation and use of the interactive inflatable game.

1. A responsible **ADULT** must supervise and operate the inflatable and equipment at all times.
2. Do **not** allow participants to enter the inflatable without **ADULT** supervision.
3. Participants must **not** be allowed to play on the step or front apron of any inflatable devices.
4. All participants must **remove** shoes, jewelry, eyeglasses, combs or any other hard objects that could cause injury to other participants or to the inflatable itself.
5. **Absolutely NO food, drink, gum, candy, SILLY STRING, CONFETTI, fingernail polish, paint, make-up, solvents, sticky substances, or pets inside or on the inflatable.**
6. When participants are in / on inflatable, there shall be **NO** flips, wrestling, running, pushing, climbing the net wall or any other aggressive behavior that could injure other participants. Do **not** let participants bounce against the sides or entrance.
7. Only participants of compatible age and size shall be in the inflatable at the same time. Mixing participants of different sizes will greatly increase the risk of injury. Depicted below are the maximum number of participants for each group that may play at the same time:

[] Unit Size Children 3 to 8 Children 9 to 12 Older Teens

	13 X 13	5 - 8	4 - 6	3 - 4
[]	<u>Unit Size</u> 15 X 15	<u>Children 3 to 8</u> 7 - 9	<u>Children 9 to 12</u> 5 - 7	<u>Older Teens</u> 4 - 6
[]	<u>Water Products</u> All Sizes	<u>Children 3 to 8</u> 2	<u>Children 9 to 12</u> 2	<u>Older Teens</u> 2

8. Participants shall **not** sit or lay down while other participants are bouncing around them.
9. **Water hoses or water must not be used in the inflatable(s), unless specifically manufactured for use with water.**
10. In the event winds exceed fifteen (15) miles per hour (mph), lightening occur, or if it starts raining, turn the motor off after the participants exit. Unplug the motor and extension cord from the power outlet, and wait for the weather to subside. Once the weather subsides, remove the cover, wipe the unit and motor dry, and then re-inflate the inflatable as previously instructed by the **XX** Representative during set-up.
11. Should the blower stop for any reason, instruct all participants to **exit the unit calmly and safely** as previously instructed by the **XX** Representative during set-up. Most often the cause is an overloaded circuit or a piece of debris in front of the blower intake. Reset the circuit breaker and ensure that the blower is on a dedicated circuit. Clear any debris away from the blower intake prior to turning the blower on.
12. In the event of an emergency, contact **XX** immediately at **(985)7880481** and dial **911** for emergency services (**Police, Medical and Fire**)

VI. ACKNOWLEDGEMENT: The Lessee acknowledges and certifies that it has had sufficient opportunity to read this entire document, **including the additional terms and condition on the back side of this Agreement**, and understands its content and that it was executed freely, intelligently and without duress of any kind and agrees to be bound by its terms. Lessee further warrants and represents that they are either the Lessee named above or are authorized and empowered to accept delivery of the equipment and to sign this Agreement on the Lessee's behalf and as the Lessee's agent. Furthermore, Lessee agrees that they are binding themselves personally as an additional party to all of the terms and conditions of this Agreement.

LESSEE SIGNATURE: _____ DATE: _____ TIME: _____ (AM/PM)

PRINT NAME: _____ DRIVERS LICENSE / ID NUMBER: _____ STATE: _____ EXP: _____
(REQUIRED BY INSURANCE)

ORIGINAL - (Company Name) COPY - LESSEE (Customer)

Form Updated 2010

ANYTIME INFLATABLES LLC

ADDITIONAL TERMS & CONDITIONS

FOR USE OF THE ANYTIME INFLATABLES LLC PRODUCTS

VII. DELIVERY BY LESSOR: To address specified above by Lessee (**customer**). Lessee grants Lessor the right to enter said property for delivery and return of equipment. Lessee is subject to a minimum fee of **\$75.00 U.S.D.** for a service call due to electrical failure and/or troubleshooting. A **XX** authorized representative may arrive as early as the 'end' of the 'rental period' or as late as necessary to pick-up leased equipment. Lessee is responsible for all equipment until it is relinquished to a **XX** authorized representative. Lessee is **strictly prohibited** from moving, folding, storing, or removing equipment for any reason. Lessor reserves the right to cancel scheduled event should the event location present potential hazards, unsafe conditions or restrict the proper set-up of leased equipment within **XX** and manufacturer guidelines, state regulations, rules, policies, and procedures.

***** DELIVERY AND PICK-UP TIMES ARE APPROXIMATE *****

VIII. RAIN / CANCELLATION / REFUND POLICY: The Lessor reserves the right **not** to refund any deposit should Lessee fail to provide a written cancellation request (**via certified mail**) prior to fourteen (14) calendar days of rental. Refund or Rain checks will **not** be issued in the event the leased equipment is **not** used for any reason. If the equipment does **not** work properly, it is the responsibility of the Lessee to notify the Lessor to correct. Lessor reserves the right to cancel / postpone scheduled event for safety reasons (e.g., **confirmed** severe thunderstorms, hail, winds in excess of fifteen (15) mph, tropical depression, tropical storm, hurricane or tornado conditions) and will issue a full refund to Lessee for deposits and / or confirmed payments received. Lessee may contact their local authorities (e.g., police, medical, fire, local radio, television, media, internet, national weather service) for assistance with monitoring weather patterns and conditions throughout the rental period. Should Lessee fail to notify Lessor of severe weather conditions prior to delivery, Lessor reserves the right **not** to refund any deposit. Should Lessee cancel event upon delivery, Lessee is subject to a minimum fee of **\$75.00 U.S.D.** and forfeits any and all deposits. In the event Lessee request return of leased equipment after formal cancellation, Lessee is subject to an additional minimum delivery fee of **\$75.00 U.S.D.** plus any delivery fees assessed, based on location of event, on the initial Rental Agreement. **Lessee is responsible for monitoring weather conditions throughout the rental period for safe operations.**

IX. NSF CHECKS: Lessee understands, acknowledges, and assumes all liability in the event of forwarding to **XX** an NSF (Non Sufficient Funds) Check. Lessee's failure to make payable to **XX** on an NSF Check within **10 calendar days** shall be evidence of Lessee's intent to defraud **XX** as outlined in **.R.S. XX:XX** of the Criminal Code (**Issuing Worthless Checks**). Under **.R.S. XX:XX** (NSF Fee), **XX** reserves the right to collect a **\$XX.00 U.S.D.** NSF Fee from Lessee.

X. RELEASE AND ASSUMPTION OF RISK: I (Lessee) understand and acknowledge that the activity to be engaged in through my rental of an interactive amusement game(s) and/or other equipment such as jumphouses, brings with it both known and unanticipated risk to its guest, its invitees and itself. **Those risk include, but are not limited to falling, slipping, crashing and colliding, which could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guest and invitees.**

THE FOLLOWING PERSONS ARE STRICTLY PROHIBITED FROM USING LEASED EQUIPMENT: CHILDREN UNDER 3 YEARS OF AGE; ADULTS; PREGNANT WOMEN; INDIVIDUALS ON MEDICATION OR UNDER A PHYSICIANS CARE; THOSE WITH PHYSICAL AILMENTS, INCLUDING WEARING OF CAST, HEART CONDITIONS, SHELETAL / MUSCULAR INJURY OR PAIN; INDIVIDUALS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; AND PERSONS WHO COULD BE INJURED IN ANYWAY BY THE STRENUOUS ACTIVITY LIKELY TO BE UNDERTAKEN.

XI. LIABILITY RELEASE: The Lessee voluntarily releases, indemnifies, and agrees to hold harmless and discharge **XX**, from any and all liability claims, demands, actions or rights of actions, whether personal to itself or to a third party, which are related to arise out of or are in any way

connected with the rental of the interactive inflatable unit including those allegedly attributable to negligent acts or omissions. The Lessee agrees to reimburse any reasonable attorney's fees and cost, which may be incurred by **XX** in the defense of any such liability claim, demand, action or right of action.

In the event that the Lessee files a cause of action against **XX**, the Lessee agrees to do so solely in the State of Louisiana, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The Lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or OTHER liability insurance to cover any bodily injury or property damage, which might occur to itself, its guest, or its invitees from the use of the unit being rented or else agrees to bear the cost of defense and liability of any such injury or damage itself. The Lessee also waives the right of its insurance company to bring any type of action or proceeding on behalf of the lessee against **XX** whether by assignment of claim, subrogation or otherwise. **Initials []**

XII. CARE OF RENTAL EQUIPMENT: Lessee shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Lessee shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the replacement value listed on the front of this agreement. **Damage which is not "ordinary wear and tear" include, but is not limited to, cutting or tearing of vinyl or netting, ripping or tearing of handles or hoses, removal or adjustments of liners, flooding with water or any liquid or substance, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, or other materials.** Should equipment picked-up by Lessor needs to be **cleaned, repaired, and / or replaced due to damages** a fee of **\$75.00 U.S.D.** will be charged for cleaning and a fee of **\$150.00 U.S.D.** per hour will be charged for any and all repairs plus the cost for shipping, materials and loss of use for rentals. Damage by "**Silly String**" will result in a minimum cleaning fee of **\$150.00 U.S.D.** per hour **or replacement** if determined damaged by Lessor.

OVERNIGHT RENTALS:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight **Initials []**

XIII. EQUIPMENT REQUIREMENTS: LESSEE MUST FURNISH ELECTRICAL OUTLET RATED AT 115 VOLTS WITH A SLO-BLO 20 OR 30 AMP FUSE CAPACITY LOCATED WITHIN 100 FEET OF EQUIPMENT WITHOUT ANYTHING ELSE CONNECTED (E.G., A DEDICATED LINE). **USE OF MORE THAN A 100-FOOT EXTENSION CORD MAY CAUSE MOTOR TO BURN UP.** USE ONLY ONE (1) BLOWER PER FUSE CIRCUIT. VOLTAGE AT MOTOR MUST BE OVER 100 VOLTS. **USE OF EXTENSION CORDS OTHER THAN THOSE PROVIDED BY LESSOR IS STRICTLY PROHIBITED.**

**** LESSEE MUST FURNISH WATER SUPPLY AND PROPER ATTACHEMENTS FOR UNITS REQUIRING WATER ****

XIV. LIMITED WARRANTY: Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject to this warranty. Lessor's sole and exclusive obligation under this warranty is limited to repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is **no** warranty on representation that the rental equipment is fit for Lessee's particular use or intended use, or that it is free of latent defects. **Lessor shall not be responsible to Lessee or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of , installation of , use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect of failure unknown to Lessor at the time of delivery.**

XV. COMPLIANCE WITH LAWS: Lessee agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Lessee agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations, which may apply to the use of the rental equipment during the rental period. Lessee further agrees to pay all licenses, fines, fees, permits, or taxes arising from Lessee's use of the rental equipment, including any subsequently determined to be due. Lessee is solely responsible for obtaining all permits and/or licenses from the appropriate government agencies prior to use.

XVI. LEGAL FEES: In the event that an attorney is retained to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court cost in such action or proceeding, in an amount to be determined by the court or arbitrator.

XVII. SEVERABILITY: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

XVIII. COPYRIGHTS AND TRADEMARKS: All product designs, product names, logos, trademarks, service marks, trade dress, and related materials (whether or not registered with the United States Patent & Trademarks Office) are proprietary to **XX**, and the sole property of **XX**.

All Rights Reserved.