

**DELIVERY:** Lessee grants lesser right to enter the property at the said street address (“delivery address”) for the delivery and subsequent pick up of unit. Lessee shall have a representative present at time of delivery to direct the position of the rental equipment. Lessee shall provide adult supervision if not supervised by lessor.

**SAFE OPERATION ACKNOWLEDGEMENT:** Lessee acknowledges that he/she has been instructed about and fully understands the safe operations of units rented. Lessee agrees to observe all safety precautions. Lessee also represents and warrants the safe return of the unit and hereby agrees to pay replacement cost of all units if not returned.

**RESPONSIBILITY FOR EQUIPMENT:** From the time the item(s) is rented until it is removed, you are responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs to replace or repair the item(s). Lessee agrees to keep unit in the same condition as when received, ordinary wear accepted. No alteration in or attachment to units will be made without prior written approval of lesser.

**CANCELLATION:** Lessee acknowledges and agrees that in the event lessee cancels delivery of the equipment within 30 days of the delivery date lesser will have the option to retain the deposit as liquidated damages.

**RAIN DATE:** Should rain postpone or delay the function, lessee will make every effort to work with the group. Rain dates will be accepted as schedule permits. All prior bookings must take priority over any rain date rescheduling. If lessee decided to postpone an event due to rain it must make the request no later than 24 hours prior to the event delivery. During periods of severe weather conditions, rain, high winds, etc., we reserve the right to cancel your reservations. If conditions are not too severe we will give you the option of keeping it or not. If you decide to keep the unit for the term of the rental agreement, there will be no refunds!

**HOLD HARMLESS PROVISION:** 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 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.

**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 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 it hereby disclaimed. By signing this contract, lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by lessee is hereby disclaimed.

**MERGER CLAUSE:** This signed contract encompasses 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 effect the other provisions hereof.

**USE OF UNITS:**

- (A) Only compatible age groups and sizes shall play on units at the same time.
- (B) All riders must remove shoes before playing on units.
- (C) To avoid neck and back injuries, flips are not allowed.
- (D) Children’s safety depends on you. Your personal supervision is absolutely required! As the lessee of the unit, the safety of all riders is your responsibility.
- (E) Absolutely no “silly string”, gum, candy, food or other sticky substances are allowed in units. If upon pick up, cleaning is required then a \$100.00 cleaning fee shall be automatically imposed. **“Silly string” damages units beyond repair. If “silly string is found in any unit, lessee agrees to pay full replacement price of unit! Absolutely no exceptions!**
- (F) Do not remove unit from the place where it was installed. If unit moves, pull the corner back to its original location of installation. Keep units away from swimming pools.

**SPECIAL INSTRUCTIONS:** Should unit begin to deflate: (1) the motor may have stopped, in which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord on the outlet. (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 unit for snugness, re-tie if necessary. (3) If you cannot correct the problem call **Number 1 Party at (256)638-3933 or (256)899-4253.**

**TITLE TO NUMBER 1 PARTY UNITS:** Lessee agrees to keep unit in his/her custody and not to sublease, rent, sell, remove from the delivery address, or otherwise transfer units. Units will remain the property of the lesser and may be removed by lesser at any time after termination of this rental agreement.

**RETURNED CHECKS:** All returned checks will be charged \$30.00 plus any and all collection fees.