

## TERMS AND CONDITIONS

### Cindy's Jumpers, LLC – Terms and Conditions of Lease

Before checking the box to acknowledge and agree to this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding. Lessee acknowledges all safety information has or will be fully briefed to the appropriate supervision personnel.

Lessee (customer) agrees ALWAYS supervise any and ALL items that are rented, used, leased, borrowed, loaned. Customer agrees they will enforce and adhere to all basic rules, guidelines, capacities, and recommendations of any rented item.

Lessee (customer) agrees that if the item(s) is damaged beyond normal use that he/she will reimburse Cindy's Jumpers, LLC (company) for the full price to fix the damage and/or the full replacement value of the rented item.

**Adult Supervision Required >> Customer agrees to have dedicated attendant supervision on each inflatable/ride at ALL TIMES.** Each slide requires a dedicated attendant at the top and bottom of slide. Each obstacle or interactive requires an attendant at entrance and exit. Adult supervision is required at all times on all items. It is the customer's responsibility to inform riders of safety rules.

### **1. DELIVERY AND PICK-UP**

Reservation Length: All rentals are for a 10 hour rental term, all rentals over 10 hours will be charged according to the number of hours rented. Earliest deliveries start from 8am on the day of the event and can range to the customers desired delivery time.

Delivery: Delivery fees apply depending on distance travelled (check Delivery Areas page for more info). Delivery times should be arranged about 1-3 hours before the start of your event, however, deliveries can be made between your set delivery time and up to 2 hours before (this is necessary in order to meet all customers requested reservation times). If your rental is time sensitive, and needs to be delivered by a very specific time then make sure to let us know upon placing your order. Additional fees apply.

Deliveries for overnight orders are required to be scheduled for delivery no earlier than 12pm since it will be picked up the next morning. Make sure to check and count all rental equipment before you sign the rental contract. Once the customer signs they are responsible for all rental items stated on the rental contract.

Pick-up: Pick-ups will begin from your requested time, and not before, but can range up to 2 hours after (since drivers have more than one order, they may be delayed). If you are finished using the bouncers before the pickup time, you may simply unplug the unit until the driver arrives for pickup. If the driver is running late or should anything happen you will be contacted immediately to be notified. Overnight pick-ups are done the next morning between 8am - 12pm, usually the majority of the pick-ups are around 12pm since drivers have to finish their deliveries for that day before picking up overnight orders, unless the driver needs your rental items for another order they can pick-up as early as 8am.

## **2. SET UP**

Inflatables can be setup on grass, concrete, asphalt, hardwood, or artificial grass. Cleaning fees apply for units to be set up on dirt; customer MUST notify Cindy's Jumpers during reservation. It is the Customer's responsibility to make sure there is a large enough space for setup. Customer is responsible for measuring their setup area to make sure it will fit. If, upon delivery time, Cindy's Jumpers discovers there is not enough space for setup, then a customer may still be required to pay for the rental even if we have to exchange the rental for a smaller item that fits or if the order is cancelled entirely. Hills or slight inclines in setup location should be a maximum of 5 degrees. Gates and walkways have to be a minimum of 3.5 feet. Cindy's Jumpers only set-up inflatables and canopies; all other rentals, the customer is required to set up such as tables/chairs, carnival games, carnival booths, linens, concession machines, umbrellas, cocktail tables, etc. Cindy's Jumpers can set up other rental equipment at the customers' request for an additional fee.

## **3. STAIRS**

Following products can NOT go up any steps/stairs: Margarita Machines, Soft Serve Ice Cream Machines, All Inflatables and Photo Booth. There will be an additional fee if customer has stairs for all other smaller rentals such as tables, chairs, linens, etc.

## **4. DUNK TANKS / WATER SLIDES**

Dunk Tanks require a water source nearby the setup. Water hoses are not included, but are available for rent for an extra fee. Fill up is depending on water pressure, but can take up to 1 hour to fill up. Dunk Tank holds 300 gallons of water.

Water slides require a regular garden hose (not provided) within range of the setup area. We have garden hoses available to rent for an extra fee. Water slides are recommended to set up on grass setups, or if placing on cement it is highly recommend to rent a foam mat from us for an extra fee to place under pool area for safety. Water should be turned off when the water slide or slip n slide is not being used.

## **5. SITE PREPARATION**

Customer must make sure setup site is ready, (i.e. lawns mowed, vehicles/obstacles out of the way, animal feces removed, setup location cleared) before driver is scheduled to arrive. If the site is not ready or accessible when the driver arrives, or if rented equipment cannot be moved directly on site (extra handling involved) the customer may be charged an additional delivery fee. If site is not prepared driver might be forced to leave and reschedule your delivery at a later time, in which case a re-delivery fee might be applied. Customer gives Cindy's Jumpers employees and sub-contractors permission to enter their property to drop off or pick-up rental equipment, even if the customer is not present.

Underground Utilities: Please be ready to inform driver of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.), that may interfere with the ability to stake and/or anchor equipment. Customer assumes responsibility for any damage to underground equipment, or landscaping resulting from equipment installation. It is recommended you contact DIG ALERT at 8-1-1 or 800-422-4133 before our arrival.

## **6. PAYMENT**

All customers are required to show a valid identification (driver's license, state issued ID, or passport) upon delivery to be able to sign the rental agreement.

Deposit: A deposit of 10% is required when placing an order through our website or by phone. We do require credit card information for all rentals to be held on file for security reasons for 60 days.

Credit Card: All major credit cards are accepted. To pay by credit card customer must pay before delivery time (either during reservation time or upon confirmation).

Check: Cindy's Jumpers does not accept personal checks. The only type of checks accepted, are business checks and school PTA checks. All checks must be made payable to: Cindy's Jumpers, LLC. All returned checks will be charged a \$35 penalty fee.

Cash: The preferred method of payment is C.O.D. (Cash on Delivery). Customer can decide to pay COD for remaining balance on delivery, but after paying the required deposit of 10% on a credit card. Customer is required to have exact cash amount for the balance due since drivers do not carry change with them.

Collections: Any balance that is unpaid after 30 days of the event date will be sent to collections. We will make our best effort to contact you via phone and email to notify you of any unpaid balances. If after 30 days we still do not get a reply back or payment made for outstanding balances due, then we will have to send the invoice to collections for further processing.

Tax: The property is being leased (rented) in substantially the same form as acquired by the lessor (renter) and the lessor (renter) acquired the property in a transaction that was a retail sale with respect to which the retailer reported and paid sales tax or as to which the lessor (renter) has paid use tax measured by the purchase price of the property. Therefore, there is no tax charged to our rental products.

Credit Card Disputes: The customer who signs this rental agreement agrees to pay and repay all rental charges in case of a credit card charge dispute plus all associated fees. Customer will be sent to collection if invoice is not fully paid within 30 days of services rendered, and may be subject to criminal charges filed if credit card dispute was reported as fraudulent. Cindy's Jumpers, LLC may also take the customer to civil court to have a court rule on a judgment for non-payment for services rendered.

## **7. CANCELLATION POLICY**

If a customer decides to cancel their reservation, they must at least 24 HOURS (1 days) before their reservation day. If the customer cancels their order the day of the rental, they will be charged the whole rental amount.

If the customer cannot get a hold of the company, or has called after business hours, it is still the customer's responsibility to leave a message in the company's messaging system about cancelling their reservation or sending an email to [cindysjumpers@gmail.com](mailto:cindysjumpers@gmail.com) regarding the cancellation. All cancelled orders will receive a rain-check (store credit) valid for 1 year from date of cancellation.

It is the customer's responsibility to contact Cindy's Jumpers to cancel their order or go through with it during these rain/inclement weather days before 8am . If customer decides to cancel order once Cindy's Jumpers driver has already arrived at their location, than Cindy's Jumpers reserves the right to charge customer a cancellation fee for not contacting before delivery and for making our driver do the labor work and drive out to your location.

## **8. RAIN POLICY**

In case of rain or severe weather conditions (high winds exceeding 20mph) during your rental date, customer is allowed to cancel the same day as delivery without any cancellation fee (also pertains to forecasts with probabilities of rain or high winds greater than 50% likelihood). Customer MUST CONTACT and cancel before 8am on the day of the event (voicemail and emails before 8am are ok for cancellation). If customer cancels the order, it will be canceled for the rest of the rental period with no guarantee that Cindy's Jumpers can deliver if weather conditions get better.

If customer decides to go ahead with the order even though the weather forecast says it will rain, but it is not actually raining at the time, then we will go ahead and deliver the order. However, if it does start to rain during the rental time, Cindy's Jumpers reserves the right to cancel the order, due to safety concerns, with NO refund provided.

During rain/inclement weather, it is unsafe for anyone to play inside the inflatables, therefore we do cancel orders during raining/inclement weather days. However, since people do have events and parties that are usually planned out weeks/months before, or may take place indoors, we give customers the option to deliver the order or cancel it for days that are predicted to rain.

## **9. PARK RESERVATIONS**

Customer must be present at the park at least 1-2 hours before the time of delivery. Permits: Customer should call the local city Park and Recreation Department to inquire about their rules and regulations prior to placing order. Park permits are required from the customer prior to event date by most parks, some don't require it, so please check with park officials to make sure. If a permit is required but customer did not obtain it or falsified information, park officials may require the bouncer to be picked up during the event, in which case there will be no refund. All permit copies must be emailed to us at [cindysjumpers@gmail.com](mailto:cindysjumpers@gmail.com) before your event date.

Water Units: Water units cannot be setup at a park since a dedicated water supply and water hose are required, something that parks don't provide for their guests.

Tables, Chairs, Umbrellas: We do not deliver tables, chairs, or umbrellas to a park unless an inflatable or canopy is added to the order. Customer always has the option to pick-up tables, chairs, and umbrellas at a discounted rate. No park permit is required for renting only tables, chairs and a canopy at a park, but customer must come in person to our office to place an order at a park without a permit for canopy/tables/chairs and provide two forms of ID.

## **10. PERMITS, LICENSES AND INSURANCE**

The customer assumes all risk and full responsibility when acquiring permits, licenses and additional insurance. The customer is responsible to acquire all permits and/or licenses if required by local

ordinance. The company will provide proof of insurance upon customer request. Additional insurance must be requested at least (10) ten business days before event.

### **11. ELECTRICITY RESPONSIBILITY**

Providing adequate electricity is solely the customer's responsibility. Customer must make sure there are an adequate number of electrical outlets, with sufficient power, to keep the units working properly. A Generator is required if there are no electrical outlets available at the setup location (i.e. parks, fields, parking lots). Generator rentals are available for an extra fee.

**Electricity Outlets:** Electricity outlets must be capable of providing a dedicated minimum of 15 Amps for each blower. Make sure the electric outlet you intend to use is equipped with a Ground Fault Circuit Interrupter (GFCI, most new electric outlets are). Please check all electricity outlets you plan to use for Cindy's Jumpers equipment to ensure there will be an adequate supply of electricity. Insufficient electricity can create major problems during the course of the rental period (i.e. setup delays, constant deflation), therefore, we urge all customers to make preparations and exam electricity outlets to make sure they will provide sufficient electricity.

**Extension Cords:** Please be ready to provide extension cords to drivers if the setup location is further than 25 feet away from the outlet you plan to use. Cindy's Jumpers does rent extension cords at \$5 per cord. Extension cords used must be 3-prong cords that are UL and CE approved and no less than 14/3 gauge.

Customer is subject to an additional charge of \$35.00 for all service calls due to electricity. A 4,000 watt generator rental is required for all park reservations regales if there are outlets at the park, if the park gives customer permission to use outlets or the customer has their own generator. All customers are required to make sure they have enough electricity for all rentals. There will be no refunds for cancelled order due to customer not having enough electricity on site.

### **12. CONCESSION MACHINES**

Mostly all concession machine rentals (unless if cart is rented for machine) are table top machines and DO NOT come with a table/stand. Customer needs to provide a table or stand along with an extension cord. Most concession machines come with all the accessories needed for 60 servings unless otherwise stated. Driver is responsible for instructing customer of the correct operation of the concession machines and customer's signature of rental agreement is proof of driver's instructions. Cindy's Jumpers also provides operation instructions on how to use the machines on our website under each concession machine description and by email.

**Note:** Snow Cone machine rental does not include ice cubes and should be provided by the customer (can be purchased from any supermarket). It is recommended to have about 1/2 pounds of cubed per serving. Example: 30 lbs. of ice cubes for 60 servings, etc.

### **13. SUPERVISION OF INFLATABLES**

Customer is responsible for supervising the safety and conduct of all participants using Cindy's Jumpers products. Therefore, there should be a responsible and mature adult supervising the operation of the

units at all times. Safety of all participants in units is the responsibility of the person supervising. All units come with safety instructions (usually located on the front of the unit), which need to be read and understood by any and all people supervising. Participants inside the units SHOULD NOT, AT ANY TIME, be allowed to do anything that is/are prohibited by the safety rules. Blatant disregard of the safety rules may result in physical injuries and/or additional fees for any food, silly string, or items not allowed. Cindy's Jumpers does not provide attendants. All concession machines should only be operated by a capable adult. Children should never be allowed to operate any concession machine under no circumstances. All basic jumpers and most interactive games require 1 adult supervising. All dry slides and water slides require 2 adults supervising (one on top of the slide and one at the bottom). All obstacle courses require 2 adult supervising (one at the beginning of the obstacle race, and one at the end).

#### **14. WEIGHT LIMIT**

There is a weight limit of no more than 800lbs all inflatables, no more than 200lbs on all adult plastic chairs and no more than 250lbs on all resin chairs and dunk tanks.

#### **15. THIRD-PARTY MEMBERS**

All third-party members who are reserving units from Cindy's Jumpers must first be approved by Cindy's Jumpers by filling out a sub-contracting contract and be set-up as an approved sub-contractor. Please contact Cindy's Jumpers at (562) 841-7719 to receive the third-party member application. A third-party member is a sub-contractor renting our equipment and sub-leasing it. Sub-contractor must be fully insured and name Cindy's Jumpers, LLC as additionally insured under their liability insurance policy.

#### **16. PERMITTED USE**

The customer warrants that: (a) prior to the use of any equipment the customer has or will inspect the equipment to confirm that the equipment is in a safe condition and suitable for the customers intended use; (b) the customer agrees that any person at the delivery address is authorized to accept delivery of equipment. Customer agrees that accepting equipment includes indication of where the equipment will be placed for the intended use; (c) the customer agrees to immediately notify the company if the equipment is lost, damaged, vandalized, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if an incident occurs. (d) Customer agrees that the company is not responsible to provide an operator for any customer operated equipment, unless others specified by the company or unless an affiliate of the company is requested with this agreement as the indented operator of the Customer operated equipment.

#### **17. GENERAL RULES FOR SAFETY OPERATION**

Units must be operated over a smooth, compatible surface such as grass or hard top surface. There is an additional fee for dirt, weeds and dry grass surfaces that are deemed as potentially damaging to equipment. We reserve the right to refuse setup on any surface and setup in a different area if available. Unit cannot be moved by lessee after placed by the company. Unit MUST BE properly anchored prior to use. Company will anchor unit initially and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds (20 mph), gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in injuries to the users. **Do not** resume use until adverse weather conditions have

ceased. **Always** follow the manufacturer's guidelines located on the unit itself.

#### **18. ADDITIONAL SAFETY RULES**

**Before entering the unit**, have the users remove their shoes, eyeglasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, which has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Company. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time.

#### **19. GENERAL MALFUNCTION**

If a generator is used to provide power they may shut off or fail beyond our control. In the event of a generator malfunction as a result of the equipment and not the customer, the customer agrees to allow the company 60 minutes time to troubleshoot repair or replace a malfunctioning generator. If more than 60 minutes is required a prorated refund will be given based on pieces directly affected by the generator and rounded into 15 minute intervals. All other factors such as weather, failure to provide adequate power, crowd size, temperature, potential loss of income, emotional distress, disappointment, etc. shall not be a factor in determining or calculating an adjustment.

#### **20. GENERAL EQUIPMENT MALFUNCTION**

In the event of an equipment malfunction as a result of the equipment and not the customer, the customer agrees to allow the company 60 minutes time to troubleshoot repair or replace malfunctioning equipment. If more than 60 minutes is required a prorated refund will be given based on pieces directly affected by the generator and rounded into 15 minute intervals. All other factors such as weather, failure to provide adequate power, crowd size, temperature, potential loss of income, emotional distress, disappointment, etc. shall not be a factor in determining or calculating an adjustment.

#### **21. FAILURE TO PROVIDE EQUIPMENT ORDERED**

The customer acknowledges that unexpected incidents can delay or prohibit the arrival of equipment. The company will do as much as possible within reason to provide equipment ordered but may not be capable of doing so. The customer agrees that: (a) the Company has the right to substitute equipment of equal or greater value at any time up to the end of the event; (b) the company has the right to charge the entire amount of the original equipment for the substituted equipment and/or charge more than the original price for any substituted equipment if determined necessary by the company; (c) the customer agrees to accept any substitute as long as the original idea of the equipment was maintained and the value of the equipment remained the same or became greater. If equipment cannot be substituted, the full amount of the rental of that specific item including the deposit shall be returned to the customer. The customer agrees that should equipment not be provided as was agreed upon in this

agreement; the customer will hold the company harmless, and will agree to receive in compensation only the original amounts paid by the customer for the equipment. Customer agrees not to pursue further legal action or recourse against the company or equipment.

## **22. DELIVERY AND OPERATIONAL DIFFICULTIES**

The customer acknowledges and understands that many of the attractions rented from the Company may present delivery and/or operational difficulty. The customer agrees; (a) to make all information concerning an events delivery methods or circumstances, including making the company aware of obstacles such as stairs, ramps, sidewalks, distances over (100) one hundred feet from a vehicle, backyard deliveries, gate restrictions, pathway obstructions or narrow pathways, animal issues, deliveries on to decks, terraces, sand, or inside of a building, available to the company before confirmation of rental price can be assessed. It is the customer's responsibility to ensure the area for setup and pathway for delivery is firm, dry, and has acceptable access.

## **23. ADDITIONAL TERMS OF LEASE**

Company is not responsible for bad weather; disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time; Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$100.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

## **24. HOLD HARMLESS PROVISIONS**

Lessee agrees to indemnify and hold Company harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Company from injuries or damages incurred as a result of the use of the leased equipment. Company cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Company from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

## **25. DISCLAIMER OF WARRANTIES**

Company makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Company if any of the lease equipment develops any indication defect or improper working



conditions. Lessee agrees to use the equipment **at Lessees own risk**.

## **26. BREACH/IMDEMNITY/ARBITRATION**

In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Company for all costs incurred by Company incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Company determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Company may exercise any of the following remedies: termination of this agreement; re-enter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Company and Lessee will abide by the California state laws and forgo filing a lawsuit to solve the dispute.

***BY CHECKING THE "AGREE" BOX ON OUR WEBSITE DURING CHECKOUT YOU ACKNOWLEDGE THAT YOU ARE THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).***