



# TERMS AND AGREEMENT POLICY

## ONLINE RESERVATION:

We ask that the customer processes their reservations online, so that they can provide us with all the correct detailed information required to ensure you experience the best customer service we can offer for your special day. Once the reservation has been completed online an email will be sent automatically to confirm the reservation is in our system. The customer must then ensure all information they have provided is correct as we will use the information on your invoice to manage your event and our business.

Payments can also be made by e-transfers by emailing your deposit or payment to [steve@castlekid.ca](mailto:steve@castlekid.ca) please make the password "Castle" and provide your order# or name the reservation is in so that we can apply the payment to your account and send you an updated copy.

## PAYMENTS:

The customer understands that an order is not guaranteed to be delivered unless all deposits have been received and updated in our system. Once you have placed your online order you will receive an invoice via email, on that invoice you will find a payment link that you can click on to View/Pay your balance. Any amounts due on the account are to be paid in full no later than 72 hrs prior to the delivery date. You agree Castle Kid has the right to charge credit cards you have provided to obtain payment on your rental or collect any outstanding balances due as a result of charges applied to your account for misuse causing damages, cleaning, delays, or cancellations further details can be found below.

## MEASURING:

On the website, [www.castlekid.ca](http://www.castlekid.ca) you will find a product page for the item you are renting. you will find 2 measurements, the **Actual** size of the inflatable and, **Setup Area** for your inflatable. Measure your designated setup location to ensure the **Setup Area** requirements have been met along with all minimum pathway and gate entrance minimums have been met to safely deliver your rental.

The Customer agrees to allow only kids of the age of 3 to 12 years to be permitted to use the Amusement Device and to keep all kids of the same size and weight to bounce at the same time. Maximum weight varies on each device however as a general rule 150 Lbs. or less per rider is acceptable (Adults are allowed to accompany small children if needed)



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## **GATE & PATHWAY:**

We require a 42-inch-wide gate for bouncy castles with slides and a 38-Inch Gate for 13x13 Bouncers. Drivers will need a 48-inch-wide pathway to safely navigate the equipment from our delivery truck to your set up location.

## **SITE PREPARATION:**

Customers must make sure the setup location is ready before the driver arrives. Ensure gates are unlocked, lawns are mowed, that any animal feces have been picked up, and the electrical outlet we are plugging our extension cords into is working. Our staff must have a 4' ft. clear pathway to navigate the heavy equipment safely from the street to your set up location. Vehicles or any other obstacles must be cleared before the driver arrives so as not to delay other customers' assigned delivery times. If the site is not prepared the driver may be forced to leave to continue with other deliveries and their assigned schedule will not allow them to return in most cases.

## **UNDERGROUND UTILITIES:**

We will use 18" stakes to secure the inflatable to the ground when setting up on grass, Please be ready to inform the driver of any overhead or underground utilities such as but not limited to gas lines phone or cable lines, septic or sprinkler systems that may interfere with the ability to safely erect the inflatable. The customer assumes all responsibility for any damage to underground equipment or landscaping resulting from equipment installation.

## **ELECTRICITY REQUIREMENTS:**

Providing adequate electricity is solely the customer's responsibility. We will provide and use our own extension cords however, we will require the outlet to be no more than 100 feet from the setup location and require a minimum of a 15 AMP dedicated Outlet to run the blower for your inflatable, if you have rented more than 1 inflatable, we will require a separate outlet on a separate breaker for each inflatable rented. The outlet you provide must be a Ground Fault Circuit Interrupter or GFCI (Most outdoor outlets in the last 20 years or so meet this requirement) If you are not able to provide sufficient power, we offer generators at an additional rental fee.



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## **IMPORTANT INFORMATION ABOUT SCHEDULING:**

Prior to your delivery Castle Kid, will finalize delivery routes, and you will be assigned an estimated delivery window time and notified by text.

Weekend Delivery route times usually start at 7:00 AM on Saturdays & Sundays up until the time you have chosen on your order, if we deliver early your pick-up time will remain at the time on your invoice. For example, you may have chosen your rental period to be 11:00 AM to 4:00 PM but Castle Kid might deliver at 7:00 AM your pick-up time would remain 4:00 PM or later.

It is company policy NOT to deliver through houses, up or down, stairs, steep hills or lift inflatables off the ground when delivering. We must be able to safely wheel the inflatable on a dolly from the street to your set-up location. It is the customer's responsibility to ensure ALL required space requirements found on the product page of the inflatable you are renting have been met.

## **DELIVERY SCHEDULE**

During the busy seasons of June-September, we at times may need to deliver your equipment up to 24 hours prior to your event times at NO EXTRA CHARGE. Your pick-up time will remain at the time on your invoice or up to 24 hours after at no extra charge.

## **PICK-UP TIMES:**

During the busy seasons of June-September, we at times may need to pick-up your equipment up to 24 hours after your event times at NO EXTRA CHARGE. However, we will only guarantee the times you have chosen on your rental invoice.

deliver and set up your inflatable. You should receive this text by 5:00 PM the day before your event date.

If you are unable to be home, please ensure the driver has access to the setup location such as unlocking the gate and your account has been paid in full.



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## **CANCELATION / REFUND POLICY:**

Our customer service is what sets us apart. We understand that there may be unforeseen issues and will always listen to your circumstance to ensure we are fair with our valued customers. We ask that you please notify us as soon as possible in the event you need to cancel or reschedule your order. All refunds will follow the guidelines listed below unless Castle Kid decides otherwise.

## **CUSTOMERS DEPOSIT:**

The customer's deposit will be lost if the cancellation is made within 10 calendar days of the scheduled event date as we will not have enough time to rent out the equipment we have had reserved for your event.

If a cancellation is made prior to the 10-day period there will be no charge and a **credit** for the **deposit** will be placed on the customer's account in form of a credit or rain check valid until October 30th, the end of Castle Kid's normal operating season at which time the credit will expire.

A customer will only receive a full refund of the deposit if the customer cancels due to rain or inclement weather conditions in accordance with the "Free Weather Cancellation Policy" listed below. Inclement weather is the only variable that will necessitate a refund. A REFUND WILL NOT BE ISSUED for any other reason except inclement weather. REFUNDS will not be issued after the equipment has been delivered, even if the equipment is not used. If the equipment malfunctions or is inoperable, it is the sole responsibility of the customer to notify Castle Kid immediately by text or phone @ (905) 571-0014. If Castle Kid, is not notified at (905) 571-0014 or given a chance to advise the customer of the cause of the issue, such as household power loss due to a tripped breaker or given the chance to correct a problem, NO REFUND will be issued. If Castle Kid arrives at the scheduled rental location and cancellation takes place the customer will be charged a \$100 cancellation Fee, an additional labor charge will be charged at \$30 per person, and mileage from our office to said rental location and back to the Castle Kid office.

## **SEE BELOW FOR DETAILS ABOUT OUR WEATHER CANCELLATION POLICY:**



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## **EQUIPMENT CLEAN BEFORE PICK UP:**

All equipment must be returned in the same condition as delivered BEFORE the driver arrives to pick up the equipment to ensure no further charges apply in accordance with the Additional Fees/Delay or Hold charges listed in this agreement. Please return the equipment in the same condition you received it.

Lessee agrees to return the CASTLE KID unit in the same condition as when received, ordinary wear expected. This includes but is not limited to cleaning out any grass clippings, dirt, balloons, balls, or other materials including clothing that may have been left behind and agrees to pay additional costs of up to \$500 that may be charged for equipment that needs to be cleaned due to the improper use of equipment in accordance with the safety operation rules. These charges may also be applied if the equipment is not ready for pick up by the end time outlined on your invoice.

## **WEATHER CONDITIONS:**

We will work closely with you in times of unsettled weather and ask that you stay in close contact by phone, text messaging, and email leading up to your event so that we can make quick decisions without delay that may affect your assigned delivery times. Weather conditions can change quickly and often and so in most cases we will always plan on delivering our equipment as we service a wide area and weather conditions may vary across the region, we may need to deliver the equipment ahead of a storm to meet your or other customers event times. We will set up and secure the equipment so it can be used once the conditions are safe to do so, if rain or high winds arise you must not use the inflatable device, you must evacuate all riders and immediately turn off the blower and let the inflatable fall back to the ground so that the winds do not lift the inflatable off the ground into the air.

Once the weather disturbance has passed and rain/winds are no longer a threat if it is safe to do so, you can then turn the blower back on to inflate the bouncy castle.





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## **FREE WEATHER CANCELLATION POLICY:**

**100% REFUND:** will be given on any weather forecast of 5mm of rain or more by The Weather Network during the event times you have chosen on your invoice agreement. Please email [steve@castlekid.ca](mailto:steve@castlekid.ca) no later than 72 HRS BEFORE your rental start date.

Castle Kid cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have reason to believe that Castle Kid employees, equipment, and/or its users may be in danger. Some examples of severe weather conditions are high winds, rain, snow, thunder, and/or lightning. In the event of severe weather during a rental, the customer agrees that they will unplug the inflatable, allow it to deflate, and not use the equipment until severe weather ends.

We strongly suggest you use [www.theweathernetwork.com](http://www.theweathernetwork.com) for your source of weather information and look at the hourly report 72 hrs. prior to your event rental. There is no penalty or deposit lost for an event canceled due to unsettled weather if the customer has given notification to Steve via email at [steve@castlekid.ca](mailto:steve@castlekid.ca) or by text message at (905) 571-0014 no later than 72 hrs. before your rental event start time as it is shown on the invoice so that we can manage our business accordingly. As an example, if your event was on a Saturday and it started at 11:00 AM we would require notice on the Thursday by 11:00 AM prior to your event (72 hrs.) we will continue to work closely with you as conditions can continue to change, As an example, if your event was on a Saturday and it started at 11:00 AM we would require notice on the Thursday by 11:00 AM prior to your event (72 hrs.) we will continue to work closely with you as conditions can continue to change, however, we would require an update on if you wish to proceed with your rental in to qualify for the 100% refund.

There will be no discounts and full payment will be due if notification or cancelation has not been made in accordance with the above policy. We reserve the right to cancel any rental due to safety or unsettled weather conditions such as but not limited to rain, high winds, Thunder, or lightning.

Unsettled Weather will be determined by [www.theweathernetwork.com](http://www.theweathernetwork.com) when rain is showing 5mm or more or high winds of 25km/h or higher.

however, we require an update if you wish to proceed with your rental to qualify for the 100% refund.



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## **CARE OF THE RENTAL EQUIPMENT:**

Customer shall be responsible for 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 outlined in this "Terms and Agreement Policy" and the "Riders Safety Policies Document" customer shall be liable for any and all damage, which is not considered ordinary wear and tear which includes but is not limited to, cutting, or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approval items such as chemicals, food, paint, silly string, sand, mud, clay, or other materials.

## **GENERAL MISUSE:**

Do not allow riders to play or climb on walls, sides, or roof of and inflatable. Do not allow water or a water hose near a dry inflatable. If the inflatable should become wet, have an adult wipe down the unit before riders return. Make sure the inflatable is not wet when riders return unless the inflatable amusement device is designed specifically for water use such as any of our water slides. Spilled Food, Drink, Face Paint or the use of Confetti, or Silly String is strictly prohibited as it may cause substantial damage or colour deterioration to the inflatable material and could result in negligence or damage to the unit and could result in a \$500 – \$15,000 Repair Fee.

## **RELEASE WAIVER HOLD HARMLESS:**

Lessee shall oversee the CASTLE KID equipment and be responsible for the safe operation as outlined in the rider and operator safety policies and is fully responsible for its operation. Lessor and its officers, employees, and agents are not responsible for injury occurring to the Lessee or to any other persons using the CASTLE KID equipment and the Lessee further agree to hold the Lessor and its officers, employees, and agents free and harmless against any injury or legal claims. The Lessee shall indemnify the Lessor against any costs incurred due to claims from any patrons attending the event.



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## **RIDER AGE & WEIGHT LIMITS:**

On the website each inflatable product page will list "Age Group" where you can find the manufacturers authorized age group and weight restrictions. Each product is different but as a general rule 150 Lbs. per rider is acceptable however some products may allow up to 170 Lbs.

## **ADDITIONAL FEES/DELAY OR HOLD:**

There will be a standard nonnegotiable additional fee as listed below

1. \$60.00 per rental item if our staff needs to set up equipment and re-roll to retrieve left behind items once the inflatable has already been rolled up.
2. Up to \$500.00 per rental item applied to the rental for holding up or delaying drivers, cleaning costs if the equipment is found to have been misused or neglected as outlined in the Rider & Operating Safety Rules which outline prohibited items near the inflatables including but not limited to confetti, silly string, garbage, gum, food, drink, balloons, face paint and pet or animal feces.
3. Failure to pay any outstanding balances owing within 48 Hrs. after the rental agreement will result in an additional non-payment charge of 25% of the total rental agreement.
4. Customer agrees to pay all legal fees and court costs incurred by Castle Kid Jumping Castles & Party Rentals on enforcing these terms and agreements within this policy.
5. The customer agrees to pay for any loss or damage to equipment incurred while in possession of the equipment and agrees to maintain the equipment in the same condition as when received. Ordinary wear and tear will be determined by Castle Kid or the representative, Damages and/or losses will be assessed at the full replacement cost plus shipping or if the item can be repaired. The determination as to whether an item will be repaired or replaced lies solely with Castle Kid Jumping Castles.





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## **TERMS OF EQUIPMENT RENTAL AGREEMENT:**

The Lessee hires from Castle Kid Party Rentals as Lessor, the equipment listed on the invoice along with all items involved setting up an inflatable, Game or Photo Booth including but not limited to Tarps, Extension cords, Hammers, Ground Stakes, and Dollies that have been used to erect the amusement device. The Lessee agrees to return all equipment in the same condition as it was when delivered notwithstanding ordinary wear and tear under normal use as outlined in the Rider & Operating Safety Rules.

All equipment will be leased to the customer from the time of delivery until the time of pick-up, The customer agrees Castle Kid can deliver the equipment at any time up to 24 hours before the event times listed on the invoice and may pick up the equipment at or within 24 hours after the hours stated on the rental invoice at no extra charge to the customer. However, Castle Kid Jumping Castles will only be obligated to the times stated on the invoice that the customer has chosen.

## **TITLE TO CASTLE KID:**

Lessee agrees to keep the CASTLE KID equipment in his/her custody and not to remove it from the Delivery Address. The CASTLE KID unit will remain the property of the Lessor and may not be removed by Lessor at any time. Customers right to possession of the rental equipment begins upon the items being delivered to the customers premises and terminates on the actual pick up by Castle Kid Jumping Castles. Retention of possession or any failure to permit the pickup of the equipment at or after the end of the "Rental Period" specified constitutes a material breach of this agreement. In the event that the equipment is not returned for any reason, including theft, the customer is obligated to pay to Castle Kid Jumping Castles the full replacement value including shipping costs for such equipment listed on the invoice page of this agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the equipment by Castle Kid jumping Castels. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the delivery address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Castle Kid may take possession of said items without further notice or legal process and use whatever force is necessary to do so. Customer hereby agrees to indemnify, defend, and hold Castle Kid Jumping Castles harmless from any and all claims and costs arising from such retaking. If rental items are stolen, or otherwise moved from the delivery address, customer shall notify Castle kid Jumping Castles immediately.