

## **THANK YOU FOR YOUR BUSINESS!**

### **TERMS OF LEASE**

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Inflatable Kingdom for the full price to fix the damage and/or the full replacement value of the rented item. Before signing 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.

**LEASE AND RENTAL FEE.** The undersigned ("Lessee") leases from INFLATABLE KINGDOM

(Lessor) the inflatable unit named above (the "Unit") at the date and time specified above. Lessee shall pay Lessor the Rental Fee upon the receipt of the Unit.

**1. DELIVERY AND TRANSPORTATION EXPENSES.** Except as otherwise provided herein, all charges in delivering and picking up of the Unit to and from the delivery address specified above are included in the Rental Fee noted above. Lessor shall use its best efforts to deliver the Units at the Start Time stated above; however, Lessor cannot guarantee that the Unit will be delivered at exactly the Start Time. Lessor shall not be responsible for any claims or damages in the event that the Unit is delivered earlier or later than the Start Time.

**2. RULES TO FOLLOW DURING THE USE OF THE UNIT.**

a. Only participants of compatible ages and sizes shall play in the Unit at the same time.

b. All participants must remove shoes, glasses, and other sharp objects before entering the Unit.

c. To avoid neck and back injuries, flips are not allowed in the Unit. In the event that the Unit is an inflatable slide, participants shall not jump from the platform onto the sliding area.

d. **ADULT SUPERVISION IS ABSOLUTELY REQUIRED WHEN PARTICIPANTS ARE IN THE UNIT. THE LESSEE SHALL BE RESPONSIBLE FOR THE SUPERVISION OF THE PARTICIPANTS WHILE THEY ARE IN THE UNIT. AS THE LESSEE OF THE UNIT, THE SAFETY OF ALL PARTICIPANTS SHALL BE THE LESSEE'S SOLE RESPONSIBILITY.**

e. Absolutely no "Silly String", gum, candy, drinks, food, cigarettes, confetti, or any other substances are allowed in the Unit. It is the Lessee's responsibility to keep the Unit clean and free from any type of debris.

f. The Unit shall not be moved from the location of installation. In the event that the Unit has accidentally moved, remove all participants from the Unit and move the Unit back to the location of installation. In no event shall the Unit be removed from the address specified above.

g. Participants shall be kept away from the blower(s) used to inflate the Unit. In the event that the blower is accidentally turned off, remove all participants from the Unit and turn on the blower. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.

h. All Units have been equipped with a zipper designed for quick deflation of the Unit at the time of pick up. Do not allow any participants to open the zipper. In the event that the zipper has been opened, remove all participants from the Unit and close the zipper. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.

i. Keep the Unit and the blower at least 15 feet away from swimming pools or other sources of water.

j. Do not allow participants to jump while holding on to the netting on the Unit.

k. If you have a sprinkler system you will be required to turn off the system for the day of the rental and until the equipment is picked up. If your sprinkler system is not turned off and it runs with our unit deflated it will become flooded. This is very time consuming to dry and clean out and will result in a min \$50 Cleaning/Drying Fee to be assessed at time of pickup.

**3. TROUBLESHOOTING.** In the unlikely event that the Unit begins to deflate while in operation, first remove all participants from the Unit, then check the following: (1) The motor may have stopped, in which case, check the cord connection at the outlet, and remember to use no more than a twenty-five-foot extension cord (stronger outlets are in the kitchens and laundry room); (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 Funny Jump unit for snugness, re-tie if necessary; (3) Check and make sure the zipper(s) on the Unit is fully closed; (4) If you cannot correct the problem call Lessor at the number above immediately.

**4. REPRESENTATIONS AND WARRANTIES BY LESSEE.** Lessee represents and warrants:

a. That he/she has fully read this Agreement and that he/she has been instructed about and fully understands the safe operation of the Unit. Lessee shall observe all safety precautions contained herein, including, but not limited to, constant supervision of the participants.

b. That he/she shall keep the Unit in the same condition as when received, ordinary wear ex.

c. That he/she shall be responsible for the safe return of the Unit to Lessor through Lessor's agent who delivers and picks up the Unit. Lessee shall only allow the same person to deliver the Unit to pick up the Unit. In the event that the Unit is not safely returned, Lessee shall pay Lessor the full fair market value of the Unit. Lessee agrees to a Minimum \$50 patch fee/ Maximum full replacement of the Unit in the event equipment is damaged.

d. That he/she has followed the instructions under Section 3 hereunder.

e. That he/she has not removed the Unit from the location of installation.

f. That he/she has not made alterations or attachments to the Unit.

g. That he/she has received the Unit in good working order and condition.

5. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT UNDER THIS AGREEMENT, ALL OF WHICH IS HEREBY DISCLAIMED AND EXCLUDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE UNIT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF PERSONAL INJURIES WHILE USING THE UNIT.

6. **TITLE.** Lessee shall keep the Unit in his/her custody at all times and shall not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the Unit. The Unit shall remain the property of Lessor and may only be removed by Lessor or Lessor's agent after "End Time" as specified above.

7. **INDEMNIFICATION; RELEASE OF LIABILITY.**

a. The Lessee shall have the full responsibility of the Unit's operation, including, but not limited to, supervision of the participants in the Unit. Lessor and its officers, employees and agents shall not be responsible for any injuries occurred during the use of the Unit. Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claim; the Lessee shall indemnify and hold harmless the Lessor and its officers, employees and agents from and against any costs incurred due to claims arising out of or in connection with the use and safe return of the Units.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

ENTIRE AGREEMENT. The Rental Agreement constitutes the full agreement between Lessor and Lessee. The receipt of the INFLATABLE KINGDOM

8. The unit that is the subject of this rental Agreement is in good working order and repair and this is so acknowledged by Lessee.

9. **RAIN POLICY.** In the event of rain, high wind, or other causes outside the control of Lessor, Lessor reserves the right to terminate this Agreement and cancel the reservation hereunder.

10. You have until 6:00 A.M. the day of your event if you need to cancel for weather or any other reason. Once we have set up, we do not give refunds for any reason including weather. Once we load your equipment and leave our warehouse you are liable for 50% of your rental. Once we set up you are liable for 100% of the rental fees. Once we have set up, we have to pay our employees for their hard work and therefore we require full payment regardless of use. When wind speeds are higher than approx. 20 MPH, jumps become unsafe regardless of our tie down methods and must be taken down.

11. Reservation Minimum is nonrefundable. In the event you need to cancel for any reason the reservation minimum is kept as a raincheck good for up to one year from the time of the original rental.

\*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.

\_\_\_\_\_[customer:signature]\_\_\_\_\_ Lessee Initial

**Additional Terms of Lease:** Inflatable Kingdom 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 \$75.00 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 to 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.

In the event that a Damage Waiver is purchased any incidental damage will be waived of fees and costs related to damages. Lessee will be liable for theft or any damage caused by abuse of the rules and/or negligence.

**Hold Harmless Provisions:** Lessee agrees to indemnify and hold Inflatable Kingdom 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 Inflatable Kingdom from injuries or damages incurred as a result of the use of the leased equipment. Inflatable Kingdom] 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 Inflatable Kingdom from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

**Disclaimer of Warranties:** Inflatable Kingdom] 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 Inflatable Kingdom if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

**Breach/Indemnity/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 Inflatable Kingdom for all costs incurred by Inflatable Kingdom 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 Inflatable Kingdom determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Inflatable Kingdom may exercise any of the following remedies: termination of this agreement; reenter 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 Inflatable Kingdom and Lessee will abide by the Colorado state laws and forgo filing a lawsuit to solve the dispute.

*BY SIGNING MY NAME ON THIS CONTRACT I, BEING 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 HAVE BEEN FULLY INSTRUCTED BY Inflatable Kingdom PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. 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).*

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_