

# NJC Party Rentals Agreement



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## Agreement

Please carefully review and complete this contract.

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### Client Information

Name: \_\_\_\_\_

Physical Home Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Terms and Conditions

"NJC Party Rental" - "Woodland Park", "New Jersey" - 973-930-8809

ACKNOWLEDGEMENT OF RISK | ACCEPTANCE OF RESPONSIBILITY - RELEASE OF LIABILITY | RULES FOR USE THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING.

**RULES FOR INFLATABLES:** Children age 15 and under using this inflatable must be supervised at all times by an adult. No standing or jumping is allowed on the step into the inflatable. Shoes must be removed before entering the inflatable. No wrestling, flipping, hanging on supports, roughhousing, running, or any other type of activity besides jumping is allowed in the inflatable. No jumping or bouncing against the columns and no climbing on the netting. There Are no sharp objects, eyeglasses, jewelry, gum, food, drinks, or pets allowed on the inflatable. No Silly String Is allowed in or around the inflatable as it does irreparable damage. Do not exceed the recommended maximum capacity for each age group as stated. Under 5 Years: 8 | 6-8 Years: 6 | 9-12 Years: 4 | 13-15 Years: 3

**RULES FOR BACKDROPS:** No alterations are permitted to the backdrops whatsoever. No painting, stapling, sewing, tacking, or changing the form of the backdrop in any way. The company or individual leasing the backdrop will be held liable for all repairs or replacement costs and will be billed accordingly. Before a backdrop is delivered or picked up, arrangements must be made by the company or individual leasing a backdrop to insure it for the cost of replacement or damage. The Insurance policy must name NJC Party Rentals as an additional beneficiary in the liability policy which must be faxed, emailed, or hand-delivered to our office. The company or individual renting the backdrop is responsible for any loss or damage to the backdrop from the time it leaves our office until it is returned.

**DUTY Of PARTICIPANTS:** It is recognized that some recreational activities conducted by "YOUR COMPANY NAME HERE" are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act as reasonably prudent persons when engaging in the recreational activities which are offered by NJC Party Rentals, referred to hereafter as NJC Party Rental. I hereby covenant and agree not to condone, initiate or take part in

(a) any act which shall interfere with the running or operation of this rental when such activities conform to the rules and regulations of the State of "New Jersey".

(b) any use of NJC Party Rentals equipment or facilities or services if I cannot use such facilities, equipment, or services safely with instructions until I have requested and received sufficient instruction to permit safe usage.

(c) or engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to or causes injury to any one person.

(d) or to embark on any self-initiated activity without first informing "NJC Party Rentals in written form of my intentions or receiving in writing permission from NJC Party Rentals to engage in such self-initiated activity.

(e) the use of the equipment while under the influence of alcohol and or drugs or other intoxicating substances.

(f) the use of the equipment by participants over the age of 15 unless the equipment is specifically designed for adults. (g) the use of the equipment by both children and adults at the same time.

(Adults are defined for this insurance as participants over the age of 15).

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:** I acknowledge and understand that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or spectators or other third-parties. I, being aware that this activity entails risk or injuries to myself and risk or injury to spectators or third parties as a result of my actions, expressly agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or my property arising from participation in this activity. I also agree to pay for any damages caused by others (including attorneys' fees or costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate and I elect to participate despite the known and unknown risks.

**DAMAGE WAIVER:** Damage Waiver is NOT INSURANCE, Renter is responsible for any loss or damage to the Equipment and for their return in the same condition in which they were received, except for ordinary wear and tear. By accepting the Damage Waiver, however, Lessor agrees to waive Lessor's right to recover from Renter the amount of loss of or damage to the Equipment while in Renter's possession except that Renter will be responsible for the first \$100.00 on damage/replacement costs in those instances where the damage/replacement cost is greater than \$500.00. Renter agrees to immediately notify Lessor of any accident and promptly submit any applicable police reports. If Renter has applicable insurance, the Damage Waiver becomes secondary, and the Renter agrees to exercise all right available to the Renter under Renter's insurance coverage and assign all claims and proceeds from Renter's insurance coverage to Lessor. Notwithstanding the foregoing, Lessor's liability for loss of, or damage to, the Equipment will not be waived in the following circumstances:

1. Any item or part thereof which is not returned, irrespective of the reason, including theft.
2. Careless or abusive operation or use of the Equipment.
3. Use or operation of the Equipment exceeding its rated capacity.
4. Damage resulting from failure to perform or pay for all normal periodic and other basic service and maintenance.
5. Loss or damage caused by dishonesty of Renter's employee or family member or wrongful conversion by any person whom Renter allows to possess the Equipment.
6. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer.
7. Damage resulting from vandalism, malicious mischief or intentional abuse.
8. Damage to any and all accessories such as electric cords, fuel tanks, heating ducts and similar items.
9. Damage resulting from overturning.
10. Damage resulting from self-pickup or return while in transit.
11. Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

**RELEASE:** In consideration of the services and or property provided, I, for myself and any minor children for which I am the parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release NJC Party Rentals, its principals, directors; officers, agents, employees and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorney's fees and legal costs should I bring legal action against you and lose.

**ACKNOWLEDGEMENT OF RESPONSIBILITY OF EQUIPMENT:** I acknowledge that if any rented items or equipment are returned to NJC Party Rentals in a damaged or destroyed condition, or if any such items are not returned to NJC Party Rental for any reason I shall pay NJC Party Rental the full monetary value of the missing or damaged items in addition to the accrued total rental amount. If an inflatable is torn, punctured, or damaged by unnecessary rough usage, unsupervised action(s), or by any means whatsoever notwithstanding normal wear and tear I agree to pay NJC Party Rentals the estimated costs of repair to such equipment.

**ENTIRE AGREEMENT:** I understand that this is the entire agreement between me and NJC Party Rentals, its agents or employees and that it cannot be modified or changed in any way by the representations or statements of any employees of NJC Party Rentals or by me. My signature below indicates that I have read this entire document and agree to be bound by its terms.

### Equipment Rented

Item	Description	Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

**Rental Rate:**

\$ \_\_\_\_\_ Total

\$ \_\_\_\_\_ REFUNDABLE DEPOSIT

Date of Agreement:

From \_\_\_\_\_ to \_\_\_\_\_.

Client Print Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_