

**ALL STAR INFLATABLE GAMES  
RENTAL AGREEMENT**

ITEMS RENTED:

RENTAL DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

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\_\_\_ Delivery Requested (Delivery Fee: \$ \_\_\_\_\_ ) \_\_\_ Customer will pick up and return

**TOTAL FOR RENTAL AND DELIVERY: \$**

**WARRANTY:** Lessor warrants that the inflatable game(s) leased under this Rental Contract will be in good working order on the effective date of the Rental Contract. The inflatable game(s) is/are supplied and maintained subject to this warranty. Lessor's obligation under this Rental Contract is limited to repair or replacement of the inflatable game(s) when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to: consequential damages, arising out of or in connection with the use or performance of the inflatable game(s).□

**SAFE OPERATION ACKNOWLEDGEMENT:** Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the inflatable game(s) that is/are the subject of this rental agreement. Lessee agrees to observe all safety precautions. Lessee also represents and warrants the safe return of the games(s) and hereby agrees to pay five thousand dollars (\$5,000) per game if it/they is/are not returned. There is a minimum charge of \$100 per game for any repair to the game(s) due to the lessee's negligence. A charge of \$50.00 per hour per game plus materials will be imposed.

**RAIN POLICY:** During periods of severe weather conditions (i.e. 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 this rental contract, there will be no refunds.

**RESERVATION DEPOSIT:** Lessor is not responsible for inclement weather and/or conditions which may cause the delay and/or cancellation of an event. If inclement weather is threatening, Lessee may contact Lessor and cancel the rental prior to delivery. Lessee will be extended a rain check on the reservation deposit good for up to one calendar year. If inflatable game(s) have been delivered, refunds, credits and/or rain checks will not be issued after an acceptance, verbal, signed, or otherwise. Reservation deposits are non-refundable under any and all circumstances.

**GENERAL RULES TO FOLLOW DURING USE OF THE INFLATABLE GAMES:**

1. PARTICIPANT SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED AS THE LESSEE OF THE INFLATABLE GAME(S). THE SAFETY OF ALL PARTICIPANTS IN YOUR RESPONSIBILITY.
2. Only compatible age groups and size shall play on a game at the same time. The maximum number of participants in each group that should play in the bounce house at one time is as follows:
  - a. Ages 8 and under = 10 participants
  - b. Ages 9-12 = 6-8 participants
  - c. Older Teens = 4-5 participants
  - d. Adults = 4 participants
2. All participants must remove shoes before jumping in the bounce house.
3. To avoid neck and back injuries, FLIPS ARE NOT ALLOWED.
4. DO NOT MOVE the inflatable game from the place where it was installed. If the inflatable game moves, pull the corner back to its original location of installation. KEEP INFLATABLE GAMES AWAY FROM SWIMMING POOLS.
5. Absolutely no Silly String, gum, candy, food or other sticky substances are allowed in the inflatable game(s). If upon pick up, such cleaning is required then a \$50.00 cleaning fee (per game) shall be automatically imposed.

**SPECIAL INSTRUCTIONS:** The inflatable game equipment is reliable. Should the inflatable game begin to deflate, first help children exit the inflatable game. Once every one is out of the game, check the following:

1. If motor has stopped, check the cord connection at the outlet. Do not use any more than a total of 100 feet of heavy extension cord. Stronger outlets are in the kitchen and laundry room.
2. If motor is running, check the air intake on the side of the motor for blockage and check both tubes at the back of the inflatable game(s) for snugness. Re-tie if necessary.
3. If you cannot correct the problem, call All Star Inflatable Games at 402-430-4535.

**DAMAGES:** Lessee agrees to pay for loss or damage caused by negligence of lessee, his employees or persons to whom the equipment is entrusted. Lessee further agrees to pay for loss or damage caused by the use of the equipment in violation of any terms of this agreement, and/or any accompanied agreement(s) and/or addendums. If Lessee has insurance covering

such loss or damage, Lessee agrees to exercise all rights available to him under said insurance, take all action necessary to process said claim, and assign said claim and any and all proceeds from said insurance to Lessor. Upon request of Lessor, Lessee shall furnish the name of his insurance agent, insurance company and complete information concerning coverage carried.

**MAINTENANCE:** Lessee agrees to keep the inflatable game(s) in the same condition as when received, ordinary wear accepted.

**TITLE TO JUMP:** Lessee agrees to keep the inflatable game(s) in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such inflatable game(s). The inflatable game(s) will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Contract.

**ALTERATIONS AND ATTACHMENTS:** No alteration in or attachments to the inflatable game(s) will be made without prior written approval of Lessor.

**RELEASE OF LIABILITY:** The Lessee shall be in charge of the inflatable game's operation and any other rental equipment, and is fully responsible for its operation as well as return of all equipment including the inflatable game(s) and all other rental equipment in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the Lessee or to any other person using the inflatable game(s), generators, boxing gloves, or other rental equipment and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the inflatable game(s) or any other rental equipment (including but not limited to: generators, boxing gloves, blowers) should legal action become necessary.

**INDEMNIFICATION:** LESSEE ASSUMES LIABILITY FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DEMANDS DAMAGES, INJURIES (INCLUDING, BUT NOT LIMITED TO, BODILY INURY, ILLNESS AND DEATH), CLAIMS, PENALTIES, SUITS, ACTIONS, COSTS, AND EXPENSES INCLUDING ATTORNEYS FEES, OF WHATSOEVER KIND AND NATURE, RELATING TO OR ARISING OUT OF THE USE, CONDITION (INCLUDING, BUT NOT LIMITED TO, LATENT AND OTHER DEFECTS AND WHETHER OR NOT DISCOVERABLE BY LESSEE OR LESSOR), OPERATION, OWNERSHIP, SELECTION, DELIVERY, LEADING, OR RETURN OF THE EQUIPMENT, REGARDLESS OF WHERE, HOW AND BY WHOM OPERATED, OR ANY FAILURE ON THE PART OF THE LESSEE TO PERFORM OR COMPLY WITH THE CONDITIONS OF THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LESSEE SHALL, AT ITS OWN COST AND EXPENSE, DEFEND LESSOR AGAINST ALL CLAIMS, SUITS OR PROCEEDINGS COMMENCED BY ANYONE IN WHICH LESSOR IS NAMED AS A PARTY FOR WHICH LESSOR IS ALLEGED TO BE LIABLE OR RESPONSIBLE AS A RESULT OF OR ARISING OUT OF THE EQUIPMENT, OR ANY ALLEGED ACT OR OMISSION BY LESSOR, AND LESSEE SHALL BE LIABLE AND RESPONSIBLE FOR ALL COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED IN THE DEFENSE AND/OR SETTLEMENT, JUDGEMENT, OR OTHER RESOLUTION THEREOF. IN THE EVENT ANY SUCH ACTION IS COMMENCED NAMING LESSOR AS A PARTY, LESSOR MAY, IN ITS SOLE DISCRETION, ELECT TO DEFEND SAID ACTION ON ITS OWN BEHALF WITH COUNSEL OF ITS CHOICE, AND LESSEE SHALL BE LIABLE FOR AND REIMBURSE LESSEE FOR ALL COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED BY LESSOR IN SUCH DEFENSE. THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED FOR SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR OTHER TERMINATION OF THE LEASE. PURPOSE OF THIS CLAUSE: IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT THE PURPOSE OF THIS CLAUSE IS TO COMPLETELY SHIFT THE RISK OF ALL CLAIMS RELATING TO OR ARISING OUT OF THE LEASE OF THE EQUIPMENT TO LESSEE HEREUNDER. IT IS THE INTENTION OF THE PARTIES THAT THIS CLAUSE BE INTERPRETED BROADLY AND IN FAVOR OF THE LESSOR.

**BY SIGNING MY NAME ON THIS RENTAL CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, AND/OR ON BEHALF OF THE LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT ADDENDUM AND ANY AND ALL ACCOMPANIED ADDENDUM(S), CONTRACT(S) AND/OR AGREEMENT(S). I HAVE BEEN FULLY INSTRUCTED BY THE PROPER PERSONNEL AS A "TRAINED OPERATOR" FOR THE RENTED EQUIPMENT. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S) < CONTRACT(S), AND/OR AGREEMENT(S).**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_