

Inflatabilities LLC: RENTAL AGREEMENT – TERMS AND CONDITIONS

Lessee Name (please print): _____

Organization (please print): _____

Invoice #: _____ Event Date: _____

Section 1: Release of Liability and Assumption of Risk

In consideration of the services of Inflatabilities LLC, its employees and agents, I agree to release, hold harmless and indemnify Inflatabilities LLC, on behalf of myself and my family members, partners, heirs and assigns as follows:

1. I accept and assume all the risks of participation in the activities rented from Inflatabilities LLC. My participation in these activities are purely voluntary, and I elect to participate in spite of the risks.
2. I release and agree to indemnify and hold harmless Inflatabilities LLC from any claims that are in any way connected with my participation in the activities or my use of Inflatabilities LLC rental equipment, including claims that Inflatabilities LLC was negligent. However, I do not release any claims related to intentional or reckless acts by Inflatabilities LLC.
3. I agree that, if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Section 2: Payment

1. Deposits – Deposits are only required on invoices of \$500.00 or greater and will be charged at a rate of 30% of total invoice. On those invoices, the full deposit amount must be paid before we will lock-in your requested date and items.
2. Any remaining invoice balance must be paid for upon arrival for set-up unless prior arrangements have been made with Inflatabilities LLC. If full payment for lessor's services is not received upon arrival for set-up the lessor is under no obligation to provide services, and may deny service. In the event that this is the case, the lessee is still responsible for full payment of invoice and will be billed accordingly.
3. Acceptable payment for lessor's services includes United States currency, check, and credit card. The lessor will not and is under no obligation to accept any other form of payment for services.
4. If paying with cash at set-up time, please provide exact change as the delivery drivers do not carry change and are not allowed to make change.

Section 3: Setup Location and Preparation

1. The property subject to this lease agreement is to be delivered and erected on the premises furnished by the lessee at the delivery address provided on the invoice.
2. The set-up location must be clear of all debris (sticks, rocks, animal waste, toys, vehicles, etc.), structures, or other impediments before erection and at the time of dismantling. (see additional fee #4)
3. Set-up location is to be determined by the lessee prior to lessor arrival. Lessee is responsible for determining the proper size of location and overhead clearance as well as flagging all underground pipes and wiring (1-800-DIG-RITE will help provide this service at no charge to you, please give six days notice for this service). The lessee authorizes a set-up location, and it is his/her responsibility to repair any cracked/broken pipes or wires in that authorized location from the use of stakes or other equipment used.

Section 4: Property Damage + Personal Injury

1. Lessor shall not be liable for any injuries or damages caused by fire [from any cause], rain, hail, sleet, snow, storm, high winds, tornadoes, floods, or other disturbances of nature or by any malfunction of the inflatable(s) and rental equipment by reason thereof, to any persons, materials or property while in, near, or about the inflatable(s) and/or rental equipment.
2. Lessor shall not be liable, in any manner, for injuries or damages caused to persons or things coming into contact with ropes, stakes, weights or other supports used in the operation of any inflatable(s) and/or rental equipment.
3. Lessor shall not be liable, in any manner, for any injuries or damages caused to persons, property, materials, stock or other things or articles whatsoever while any persons, things or articles are in, under, or about the property.
4. All damages (including full or partial destruction) to lessor's inflatable(s) and/or rental equipment subject to this

lease due solely to the negligence of the lessee or lessee's agents shall result in the lessee becoming liable for all damages suffered thereby.

5. In the event that the inflatable(s) and/or rental equipment becomes inoperable or is damaged in any manner whatsoever due to disturbances of nature (including but not limited to: storms, lightning, wildfire, hail, rain, excessive winds, etc.) or by manner of negligence (including, but not limited to: not following safety instructions, not providing qualified attendant, etc.) the rental payment as indicated in the appropriate invoice shall nevertheless remain due and payable. The cost of re-setting-up the inflatable(s) and/or rental equipment at another designated time shall be borne, in full, by lessee.
6. Lessor agrees that damage to the inflatable(s) and rental equipment (as described in the invoice) caused by rain, hail, sleet, snow, storm, tornado, high winds, fire caused by lightning or other disturbances of nature shall be borne in full by lessor. Lessee agrees to notify lessor immediately following the occurrence of any naturally borne damage to lessor's property.
7. Lessee understands that all inflatables and some other rented equipment use electricity to operate (check with Inflatibilities for exact needs for each item). For each blower (some units need multiple blowers) or rental item that needs electricity, one standard 110/120v, 20 amp outlet on a dedicated circuit is required. Lessee also understands the dangers involved when dealing with electricity and the dangers involved with running that electricity to the setup site with extension cords. Lessee agrees that they will assume this risk and not hold Inflatibilities liable for any damage or injury as a result of either the use of electricity or the setup of the electrical cords.

Section 5: Permits and Insurance:

1. If governmental permits are required for the set-up of inflatable(s) or other rental equipment, the lessee shall furnish these at his/her expense. It is not the lessor's responsibility to provide permits or any information about them or to notify lessee that a permit may or may not be required.
2. The lessor shall furnish an electronic copy of proof of insurance to the lessee at no additional charge. Requests for said electronic copy must be made 72 hours in advance of reserved rental time. Lessor is not responsible to provide proof of insurance to any other parties except lessee.

Section 6: Lessee Requirements During Rental Period

1. It is agreed that the lessee will provide competent attendant(s) defined as: trained person(s) age 18 or above, that are not under the influence of any substance (drugs and/or alcohol); on the rental set-up premises to prevent fire, theft, or other depredations to the inflatable(s) or rental equipment and to monitor and enforce safety instructions for each piece of equipment, from the first day of set-up until the lessor's property is removed.
2. The lessee must follow all safety parameters as instructed by the lessor upon set-up of rental items. Lessor is not responsible for any personal injury or damage to lessee's property if safety parameters are violated. Additionally, lessee is fully responsible for all damages to lessor's property that occurs as a direct or indirect result of violating safety parameters.
3. If any of the following incidents occurs during the lessee's rental period, the lessee agrees to contact the lessor or lessor's agents immediately: *1) A malfunction, error, or damage with the inflatable(s) or rental equipment. 2) An injury of any manner. 3) Inclement weather begins to affect event/set-up location.*
4. The lessee agrees that any cooking/grilling, open flame, and so forth will occur no closer than 30ft. from any inflatable(s) and/or rental equipment.

Section 7: Additional Fees

1. In the event it is necessary for lessor to employ an attorney to recover rented equipment, collect rental fees and/or damage/cleaning fees, the lessee shall pay all costs that occur (this includes attorney and all legal/court fees).
2. If equipment is damaged, destroyed, lost or stolen for any reason other than natural causes (listed above) while in the possession of the lessee (the time between rental drop off and pick up), then lessee agrees to pay for either repair or replacement of the that equipment at current repair or replacement rates.
3. Equipment must be returned clean. Tables and chairs wiped down. Inflatable(s) must be, upon pick-up, reasonably clean. If the lessor or lessor's agents must, upon pick-up, spend more than 5 minutes cleaning, then a cleaning fee will apply to any unclean inflatable(s) and/or rental equipment. Cleaning fee assessed will be between \$50.00 and \$200.00.
4. The lessor will charge an additional fee of \$50.00 for any check that bounces or is denied.
5. If lessor's installers are required to wait more than 10 minutes for lessee to prepare event site at time of delivery or pickup, then an additional \$50.00-\$200 fee will be assessed.
6. Cancellation Fee: see cancellation policy below.

Section 8: Cancellation Policy

Weather-related cancellations:

All weather-related cancellation decisions will be based on the data found at www.weather.gov.

"We" (Inflatabilities) reserve the right to cancel any event if the weather is deemed unsafe for both participants and/or equipment. We will typically cancel an event if the following weather or forecasts are observed the morning of your event:

Weather Element	Parameter
Wind	Forecasted at 20mph+ (Constant or Gusts) @ time of event
Rain/Snow/Ice	Observed
Lightning	Observed
Temperature	Forecasted below 40 Degrees (outdoor events) @ time of event

If we need to cancel your event due to weather:

- Customers with no deposit – No charge
- Customers with a deposit – 100% of your deposit is credited towards your account and may be used for a re-schedule* or a different event*.

"You" (customer) reserve the right to cancel the event within 24 hours of its scheduled start time if the following weather conditions are predicted by www.weather.gov to be present in your zip code during the scheduled time of the event.

Weather Element	Parameter
Wind	Forecasted at 20mph+ (Constant or Gusts)
Rain/Snow/Ice	51% or higher chance
Lightning	Forecasted Storm
Temperature	Forecasted Below 40 Degrees

If "YOU" (customer) have an approved weather-related reason to cancel:

- Customers with no deposit – No charge
- Customers with a deposit – 100% of your deposit is credited towards your account and may be used for a re-schedule* or a different event*.

Circumstantial related cancellations:

You may cancel your event for any other reason than weather if you do so at least 2 weeks (14 days) in advance:

- Customers with no deposit – No charge
- Customers with a deposit – 100% of your deposit is credited towards your account and may be used for a re-schedule* or a different event*.

If you cancel less than 2 weeks (14 days) ahead of your scheduled event:

- Customers with no deposit: You will be charged 30% of your total invoice as a cancellation fee.
- Customers with a deposit: You will forfeit your deposit and may not apply it to a re-schedule or any other event.

*Subject to Availability - Within a 12 month time-frame from your originally scheduled event.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during the rental period, my participation in activities, or use of rental equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against Inflatabilities LLC on the bases of any claim from which I have released them. I have had sufficient opportunity to read this agreement. I have read and understood it, and agree to be bound by its terms.

Signature of Lessee: _____ Date: _____

Inflatabilities LLC Representative: _____