



## RENTAL AGREEMENT / RELEASE OF LIABILITY

- 1. Identity of parties:** For the purposes of this rental agreement, "Jumpy Things, LLC" shall mean Jumpy Things, LLC, its owners, officers, directors, shareholders, employees, contractors and agents, and "customer" shall mean the person(s) or company which is renting equipment from Jumpy Things, LLC, as well as the person signing the agreement (if different), and their agents and/or employees.
- 2. Safety/Operating instructions:** In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that Jumpy Things, LLC has not agreed to nor have they provided any operators with this rental equipment, and that customer is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing, at all times, correct operation of and use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated or used by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.
- 3. Equipment, rent, payment, and terms of rental agreement:** Customer rents from Jumpy Things, LLC certain equipment described on invoice. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as on the invoice, but all of customer's obligations arising under the terms and conditions of this rental agreement shall run from actual delivery of the rental equipment to the actual pick up of the rental equipment by Jumpy Things, LLC. If the equipment is delivered by Jumpy Things, LLC and accepted by customer, then customer shall not be entitled to any refund whatsoever.
- 4. Returned check policy:** In the event that a check is returned to Jumpy Things, LLC for insufficient funds, customer agrees to pay the total rental price as well as an additional \$20.00 fee to Jumpy Things, LLC in cash immediately upon notice.
- 5. Weather:** Jumpy Things, LLC 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 any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.
- 6. Delivery:** Jumpy Things, LLC shall deliver the rental equipment to address specified by customer as listed on invoice. Driver may arrive as early as one hour prior to "rental period" and return for pickup as late as one hour after "rental period". Customer grants to Jumpy Things, LLC right to enter the property at said address for delivery, and required set up, if any, and for subsequent pick up of the rental equipment and any associated equipment or packing materials at the approximated times.
- 7. Receipt/Inspection of rental equipment:** Customer acknowledges that customer will personally inspect the rental items, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if customer finds they are not suitable for customer's needs.
- 8. Possession/Title:** Customer's right to possession of the rental equipment begins upon the items being delivered to customer's premises and terminates on the actual pick up by Jumpy Things, LLC. In the event that the equipment is not returned for any reason, including theft, customer is obligated to pay to Jumpy Things, LLC the full replacement value for such equipment listed on invoice, plus any and all incidental costs associated with the attempted pick up or recovery of the equipment by Jumpy Things, LLC. Title to the rental equipment is and shall remain in Jumpy Things, LLC. Customer agrees to keep the rental equipment in his/her custody and control from the time of Jumpy Things, LLC delivery of the equipment, until Jumpy Things, LLC picks up such equipment. Customer shall not cause nor permit any of this equipment to be sublet, rented, sold, or removed from the delivery address, or otherwise transfer such equipment.
- 9. Care of the rental equipment:** Customer shall be liable for any and all damage to any of the rental equipment not caused by "ordinary wear and tear" up to the replacement value of the rental equipment listed on invoice.
- 10. Equipment problems:** Should any equipment develop a problem, not function correctly at any time, or customer does not understand the operating instructions, customer agrees to immediately cease use of that equipment and contact our office at 704-747-9471
- 11. Specific rules and instructions for inflatable equipment:** The following rules and warnings must be obeyed in the use of inflatable equipment: 1) All safety and operating instructions contained on the inflatable must be complied with and followed at all times. 2) For the safety of all children, adult supervision is required at all times. 3) No "silly string" is permitted to come in contact with the inside or outside of the inflatable unit as this causes irreparable damage to the inflatable. Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by Jumpy Things, LLC and shall be immediately due and payable by customer. 4) **WARNING** - Extra caution and supervision are required for children ages three (3) and under. 5) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate. 6) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time. 7) Do not move the inflatable from the location where set-up. 8) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure. 9) Do not let the inflatable unit rub up against any surface. 10) For other questions regarding the safe installation of equipment, please call our office at 704-747-9471.
- 12. Limited warranty:** Jumpy Things, LLC warrants that the rental equipment leased under this agreement will be in good working order when delivered under this agreement. Jumpy Things, LLC shall not be responsible to customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment. Jumpy Things, LLC shall not be responsible for any defect or failure unknown to Jumpy Things, LLC at the time of delivery/installation.

Customer Initial\_\_\_\_\_

**13. Cancellation policy:** Customer will receive a full refund with cancellation at least 2 weeks prior to reservation date. If customer cancels less than 2 weeks prior to reservation date, *Jumpy Things, LLC* will not issue a refund, however, *Jumpy Things, LLC* will issue a voucher for a future rental. If cancellation is due to weather conditions and both the customer and *Jumpy Things, LLC* agree to cancel based on these conditions, customer will receive a full refund.

**14. Compliance with laws:** Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in any unsafe manner.

**15. Rules governing the safe operation of inflatable equipment**

**Age Groups:** Only compatible age groups and sizes shall play on an inflatable at the same time. The following are guidelines as to the number of riders that may be on an inflatable unit at the same time. Any guidelines posted on any inflatable will take precedence over the below: Bouncer- Children up to age 7, 7-10. Children ages 8-12: 5-7. Individuals over 12: 3-5. Slide- Maximum of 2 people of comparable weight/height

**Shoes/Glasses/Jewelry:** All riders MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY before playing on an inflatable.

**Flipping/Wrestling/Piling:** Improper use of an inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

**Installation:** Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

**General Misuse:** Do not allow riders to play or climb on walls, sides, or roof of inflatable. Unless previously authorized by *Jumpy Things, LLC*, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

**16. General Release/Indemnity/Hold harmless:**

**A. HOLD HARMLESS PROVISION:**

Customer agrees to indemnify and hold *Jumpy Things, LLC* harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Customer hereby releases and holds harmless *Jumpy Things, LLC* from injuries or damages incurred as a result of the use of said equipment unless *Jumpy Things, LLC* is operating the equipment and is deemed by a court of law to be negligent in its actions. *Jumpy Things, LLC* cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Customer also agrees to indemnify and hold harmless *Jumpy Things, LLC* from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

**B. DUTY TO MITIGATE:**

In the event of injury, damage or loss due to *Jumpy Things, LLC* negligence, customer agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

**C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:**

By signing this contract, customer agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to *Jumpy Things, LLC's* negligence.

**D. DISCLAIMER OF WARRANTIES:**

*Jumpy Things, LLC* makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by customer from *Jumpy Things, LLC*. By signing this contract, customer agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, customer agrees that no express warranty as to the condition or performance of any equipment and/or property leased by customer is hereby disclaimed. Customer understands that the only warranties pertaining to the condition of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**E. MERGER CLAUSE:**

This signed Agreement contains the entire agreement between *Jumpy Things, LLC* and the customer. No amendment, whether from previous or subsequent negotiations between *Jumpy Things, LLC* and the customer, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**17. Customer agrees to and has been instructing on the following:** 1) How inflatable is secured 2) How to turn blower on/off 3) In the event of high winds or storms, remove all participants from inflatable, and unplug blower/extension cord from outlet 4) No horseplay, flipping, wrestling or any other unsafe activities in or around inflatable 5) No shoes, sharp objects, food, drinks, gum or silly string allowed in inflatable 6) An adult must supervise play on inflatable at all times 7) Children must be grouped by age and size when on /in inflatable 8) Any persons violating rules written in this agreement or posted on inflatable will be removed immediately 9) All instructions for the safe use of inflatable, written and verbal, have been communicated and customer agrees to follow these rules.

I, customer, have read and understand the terms and conditions of this agreement and agree to be bound by them. I further warrant and represent that I am the customer and am authorized to accept delivery of the equipment and to sign this agreement.

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

\_\_\_\_\_ Sign Name

\_\_\_\_\_ Date