

## RENTAL CONTRACT

In addition to the terms below, and the operation guidelines on each rented item, customer (hereinafter the "Lessee") agrees to supervise the operation of any rented item(s) and further agrees that if the rented item(s) is damaged that he/she will reimburse BOUNCE N BEYOND, LLC for the full price to fix the damage and/or the full replacement value of the rented item(s). 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.

Initial \_\_\_\_\_

Delivery/Operation/Payments: Rented item(s) shall be delivered to the address specified by Lessee. Lessee grants BOUNCE N BEYOND, LLC and its employees/contractors, the right to enter said property for the delivery and return of the rented item(s) at approximate times. All payments must be made before or at time of delivery. No refunds will be made after the rented item(s) has been delivered. For bounce houses, the Lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each rented item(s). No extension cords are to be used. If the blower stops, or the air pressure is low, remove all users immediately, and then check on the problem. Air tubes in the rear of the bounce house should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Lessee is subject to an additional charge of \$100.00 for all service calls due to electricity.

Initial \_\_\_\_\_

General Rules for Safe Operation: Rented item(s) must be operated over a smooth, compatible surface such as grass or hard top surface. The rented item(s) may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Rented item(s) cannot be moved by Lessee after placed by BOUNCE N BEYOND, LLC employees/contractors. Rented item(s) MUST BE properly anchored prior to use. Rented item(s) will be anchored initially by BOUNCE N BEYOND, LLC employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a rented item. Never use during high winds, gusty winds, thunderstorms or lightning. The rented item(s) can turn over in high winds, even if anchored, and this could result in severe injuries to the users. Do not resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on the rented item(s) itself.

Initial \_\_\_\_\_

Additional Safety Rules: Before entering/using the rented item(s), have all users remove

their shoes, eyeglasses, belt buckles and any sharp objects. Never play, jump, or enter a partially inflated/deflated rented item. Never allow the users to climb or play on the outside or inside walls, columns, netting or roof of rented item(s). Always follow the number of riders and rules posted on the rented item(s) itself. Do not plug or unplug the motor repeatedly as this will cause the rented item(s) to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the rented item(s) itself, who can supervise the riders. Never allow the users to be unsupervised in or around the rented item(s). Never allow more users than the maximum number of users per age group as described within this contract and on the rented item(s) itself. Never place a hose or water on or into the rented item(s) unless authorized by BOUNCE N BEYOND, LLC. Do not allow horseplay on, in, or around the rented item(s). Always follow the directions for use on the rented item(s) itself. Only children of the same age group are to play on the rented item(s) at the same time.

Initial \_\_\_\_\_

Additional Terms of Contract: BOUNCE N BEYOND, LLC 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 rented item(s) at any time. Silly string and like objects will cause permanent damage to the rented item(s) and Lessee will be responsible for the full replacement value of the rented item(s) and/or assessed a \$100.00 cleaning fee if the rented item(s) is determined not to be permanently damaged. Lessee agrees not to operate the rented item(s) in a manner contrary to this contract and the rules of use on each rented item. If Lessee operates any rented item(s) in a manner contrary to the contract and rules of use on each rented item, and the rented item(s) is damaged, Lessee agrees to pay the cost of repair or full replacement value of any damaged rented item(s). Lessee agrees that the rented item(s) rented is for Lessee's own use and said rented item(s) 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 rented item(s) by reason of fire, theft, or any other cause.

Initial \_\_\_\_\_

Overnight rentals: If a rented item(s) is left overnight, the rented item(s) must be securely locked up and the blower must be detached.

Initial \_\_\_\_\_

Hold Harmless Provisions: Lessee agrees to indemnify and hold BOUNCE N BEYOND, LLC harmless from any and all claims, 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 rented item(s). This includes, but is not limited to, the manufacturer, selection, delivery, possession, use, operation, or return of the rented item(s). Lessee hereby releases and holds harmless BOUNCE N BEYOND, LLC from injuries or damages incurred as a result of the use of the rented item(s). BOUNCE N BEYOND, LLC 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 BOUNCE N BEYOND, LLC from any loss, damage, theft or destruction of the item(s) during the term of the contract and any extensions thereof.

Initial \_\_\_\_\_

Disclaimer of Warranties: BOUNCE N BEYOND, LLC makes no warranty of any kind, either expressed or implied, as to the condition of or performance of any rented item(s) and Lessee agrees to immediately cease use of the rented item(s) and contact BOUNCE N BEYOND, LLC if the rented item(s) develops any indication of defect or improper working conditions. Lessee agrees to use the rented item(s) at Lessee's own risk.

Initial \_\_\_\_\_

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this contract, that Lessee will pay for all consequential damages and further indemnify BOUNCE N BEYOND, LLC for all costs incurred by BOUNCE N BEYOND, LLC, incurred in enforcing the terms of the contract, or in defending any claim or lawsuit arising out of the operation of said rented item(s), including the amount of any judgment, attorney's fees and costs. If BOUNCE N BEYOND, LLC determines, within its own discretion that Lessee has failed, in any way, to observe or comply with the conditions of this contract, BOUNCE N BEYOND, LLC may exercise any of the following remedies: termination of this rental agreement; reenter property and retake the rented item(s); declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said rented item(s) or monies; and/or pursue any additional remedies available to it by law. If a conflict arises, BOUNCE N BEYOND, LLC and Lessee will abide by the laws of the State of Ohio and forego filing a lawsuit to solve the dispute.

Initial \_\_\_\_\_

BY SIGNING MY NAME ON THIS RENTAL 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 BOUNCE N BEYOND, LLC PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED RENTED ITEM(S) 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 AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_