

## TERMS AND CONDITIONS

**NOTE: Driver pick-up time is approximate. Driver may arrive as early as 8PM on «date», the "end" of the "Rental Period" or as late as 2AM to pick up the equipment. Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.**

**1. 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 delivered 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 **BOUNCE NATION WNY LLC.** has not agreed to nor have they provided any operators with this rented 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 the 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 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. Any Injury shall be reported to Bounce Nation WNY LLC. immediately \_\_\_\_\_.

**2. General Release/indemnity/hold harmless:** I,

, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **BOUNCE NATION WNY LLC.** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. or anyone acting on behalf of **BOUNCE NATION WNY LLC.** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **BOUNCE NATION WNY LLC.** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **BOUNCE NATION WNY LLC.**, it is agreed to do so solely in the State of New York. 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. In consideration of being permitted by **BOUNCE NATION WNY LLC.** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **BOUNCE NATION WNY LLC.** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I,

HAVE READ AND UNDERSTAND AND BEEN GIVEN THE TERMS AND CONDITIONS AND SAFETY RULES OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

\_\_\_\_\_  
«customer» SIGNATURE

\_\_\_\_\_  
DATE

## ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that Rental Agreement and General the previous page of this



certain Rental Equipment described on the invoice page of this Release and in addition to all of the terms and condition set forth on agreement, the parties do further agree as follows:

3. **Identity of parties:** For the **LLC.** " shall mean **BOUNCE** shareholders, employees, **«customer»** the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
4. **Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from **BOUNCE NATION WNY LLC.** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as «date»: **«start»-«end»** on the invoice page of this Agreement, 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 **BOUNCE NATION WNY LLC.** If the Equipment is delivered by **BOUNCE NATION WNY LLC.** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.
5. **Returned Check policy:** In the event that a check is returned to **BOUNCE NATION WNY LLC.** for insufficient funds customer agrees to pay the total rental price as well as an additional \$50.00 fee **BOUNCE NATION WNY LLC.** in cash immediately upon notice.
6. **Weather:** **BOUNCE NATION WNY 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/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.
7. **Delivery:** **BOUNCE NATION WNY LLC.** shall deliver the Rental Equipment to specified by Customer as listed on the invoice page of this Agreement. Customer grants to **BOUNCE NATION WNY LLC.** true right to enter the property at 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 approximately specified times.
8. **Receipt/inspection of Rental Equipment:** Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.
9. **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 **BOUNCE NATION WNY LLC.** Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **BOUNCE NATION WNY LLC.** the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **BOUNCE NATION WNY LLC.** Title to the rental items is and shall remain in **BOUNCE NATION WNY LLC.** Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **BOUNCE NATION WNY LLC.** delivery of the items, until **BOUNCE NATION WNY LLC.** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **BOUNCE NATION WNY LLC.** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **BOUNCE NATION WNY LLC.** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **BOUNCE NATION WNY LLC.** immediately.
10. **Care of the Rental Equipment:** Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to **BOUNCE NATION WNY LLC.** for any and all damage which is not "ordilimited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or

dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 11), mud,sand, clay, or other materials.

- 11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment.** In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reinflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at **716-864-7448**
- 12. Specific Rules and Instructions for the inflatable equipment:** The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all **CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES**; C) **No silly string** Is permitted to come In contact with the inside or outside of the inflatable unit, this causes Irreparable damage to the inflatable, and Customer acknowledges that If the inflatable Is damaged by "**Silly String**", then a **\$500.00 fee shall be automatically imposed** by **BOUNCE NATION WNY LLC.** and shall be Immediately due and payable by Customer D)  
**WARNING** - extra caution and supervision are required for children ages three (3) and under, E) **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, F) **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, G) Do not move the inflatable from the location where set-up; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and resecure; For other questions regarding the safe installation of equipment, please call our office at **716 864-7448**  
I) Do not let the inflatable unit rub up against any surface.
- 13. limited Warranty: BOUNCE NATION WNY LLC.** warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. **BOUNCE NATION WNY LLC.** sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when **BOUNCE NATION WNY LLC.** determines that it does not conform to this warranty. **BOUNCE NATION WNY LLC.** makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **BOUNCE NATION WNY 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. **BOUNCE NATION WNY LLC.** shall not be responsible for any defect or failure unknown to **BOUNCE NATION WNY LLC.** at the time of delivery.
- 14. Cancellation Policy: Customer may cancel right up and until that morning of drop off without penalty**
- 15. 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 an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.
- 16. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
- 17. Customer Acknowledgment:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.
- 18. Severability:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect

**Supervision:** The safety of the children depends on you. **Your personal supervision is absolutely required at all times.** As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

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**Age Groups:** Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER--	CHILDREN UP TO AGE 7: 10-12	SLIDE--MAXIMUM 2 PEOPLE OF
	CHILDREN AGES 8 – 12: 7-10	COMPARABLE WEIGHT,
INDIVIDUALS OVER 12: 5-7		HEIGHT, & SIZE

**DRUGS AND ALCOHOL: NO DRUGS OR ALCOHOL ARE TO BE USED IN OR AROUND THE INFLATABLE. NO ONE USING DRUGS OR ALCOHOL IS ALLOWED IN OR AROUND THE INFLATABLE FOR ANY REASON AT ANY TIME.**

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

**Pre-existing Health Conditions:** Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

**Flipping/Wrestling/Piling:** Improper use of the 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.

**Wet and Dry Slide:** Feet first slides only do not slide down head first. No rolling, flipping or tumbling down the slide. Come down the slide up the stairs do not run up the slide. One person at a time going up the stairs

**Rain Policy:** In rain condition the bounce house is to remain inflated (but do not use until rain stops then towel dry and reuse) do not deflate the bounce house

Unless we are in conditions described below. **If deflated in the rain it could result in a \$50- \$100 cleaning, pumping and drying fee.** If the bounce house is there overnight you agree to inflate the bounce house in the morning to dry.

**Inclement Weather:** Once there is a threat of inclement weather, **including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present),** or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

**Deflation:** Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed, period.

**General Misuse:** Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by BOUNCE NATION WNY LLC. Inflatable Rentals, 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.

### VERY IMPORTANT

**Negligence or Abuse:** The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink, dirt, grass, mud will result in a \$100 - \$500 cleaning fee.
2. The use of SAND, SILLY STRING, FACE PAINT OR GLITTER will result in a 50% TO FULL REPLACEMENT COST PLUS SHIPPING COSTS
3. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
4. If unit is not repairable a fee of \$2000-\$8000 could result.
5. Deflating unit in the rain could result in a \$50-\$100 cleaning, pumping and drying fee

RENTAL\_\_\_\_\_

PAID\_\_\_\_\_