

Fun It Up Party Rentals

Rental Contract

Rental Contract :

Terms of lease : In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Fun It Up Party Rentals for the full price to fix the damage and/or the full replacement value of the rented item. 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.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Fun It Up Party Rentals and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical 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 unit 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. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Fun It Up Party Rentals employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Fun It Up Party Rentals employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a blower. Never use during high winds, gusty winds, thunderstorms or lightening. The unit 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 unit itself.

Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit 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 unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Fun It Up Party Rentals . Do not allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself. Only children of the same age group are to play on the unit at the same time.

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

Hold Harmless Provisions: Lessee agrees to indemnify and hold Fun It Up Party Rentals harmless from any and all claim, 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 leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Fun It Up Party Rentals from injuries or damages incurred as a result of the use of the leased equipment. Fun It Up Party Rentals 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 Fun It Up Party Rentals from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Fun It Up Party Rentals makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to immediately cease use of the equipment and contact Fun It Up Party Rentals if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment at Lessees own risk.

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

Sign Here : _____