



## JUMPING CELEBRATIONS RENTAL AGREEMENT

866-589-4777

**1. Identity of Parties:** " **Jumping Celebrations** " shall mean **Jumping Celebrations**, its owners and employees, and "**Customer**" shall mean the person(s), company and owner of the property 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.

**2. SAFETY OPERATING INSTRUCTIONS:** 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. The following rules and warnings must be obeyed in the use of inflatable equipment:

- A. **SUPERVISION:** ADULT SUPERVISION IS ABSOLUTELY REQUIRED WHEN PARTICIPANTS ARE IN THE INFLATABLE. AS THE CUSTOMER OF THE UNIT, THE SAFETY OF ALL PARTICIPANTS SHALL BE THE CUSTOMER'S SOLE 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. If the inflatable has a slide included with a bounce area (Combo), adult supervision is required at the end of each slide as well as the entrance and exit to the bounce area.
- B. **Do not** allow anyone to bounce on the front safety step as this is dangerous!
- C. **No Silly String, Gum, Candy, Drinks, Food, Cigarettes, Confetti, Face Paint, Streamers** or any other substances are allowed inside or near the inflatable unit. It is the Customer's responsibility to keep the Unit clean and free from any type of debris. Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by **Jumping Celebrations** and shall be immediately due and payable by Customer.
- D. **No 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.
- E. **Shoes/Glasses/Jewelry:** All riders MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY before playing in the inflatable. No pets, toys or sharp instruments on the inflatable or any other equipment at anytime.
- F. **Age Groups:** No children under age 3 in the inflatable unit. Only compatible age groups and sizes shall play on the inflatable at the same time and max of 1 person per slide. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

CHILDREN 6 and under:	5-8 kids if all children are of compatible age and size
CHILDREN AGES 7 – 12:	5-6 kids if all children are of compatible age and size
INDIVIDUALS OVER 12:	3-4 individuals if all are of compatible age and size

Always ensure that the Inflatable is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using it at the same time. Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.

- G. **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 deflating.
- H. **Pre-existing Health Conditions**: **WARNING** 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.
- I. **Installation**: Do not move the inflatable from the location where it was set-up. 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 **866-589-4777**.
- J. **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.
- K. **No Alterations**: No alteration in or attachments to the inflatable unit are allowed, period.
- L. **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 **Jumping Celebrations 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. Keep the inflatable unit away from swimming pools and other sources of water at all times. No barbeques near inflatable.
- M. **Negligence or Abuse**: The following fees may be assessed for negligence or abuse of inflatable
  - a) Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
  - b) Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
  - c) If unit is not repairable a fee of \$3500-\$7000 could result.

**3. General Release/indemnity/hold harmless: Customer** understands and acknowledges that play on an inflatable unit 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. Customer expressly releases, indemnifies, forever discharges and holds harmless **Jumping Celebrations** from any and all liability, claims, demands, causes or rights of action whether personal to Customer 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. Should **Jumping Celebrations** or anyone acting on behalf of **Jumping Celebrations** be required to incur attorney's fees and costs to enforce this agreement, Customer expressly agrees to indemnify and hold **Jumping Celebrations** harmless for all such fees and costs. In the event, the undersigned, or any of their participants file a lawsuit against

**Jumping Celebrations**, it is agreed to do so solely in the New Jersey. In consideration of being permitted by **Jumping Celebrations** to use its equipment and facilities, the Customer and its participants agree to indemnify and hold harmless **Jumping Celebrations** from any and all claims which are brought by the Customer and/or their participants and which are in any way connected with such use or participation. A set of Rules and Directions are either displayed on the bounce house/unit(s) or have been provided to the Customer which Customer agrees to follow and utilize at all times during operation and use of the unit(s).

**4. Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from **Jumping Celebrations** 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 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 **Jumping Celebrations**. If the Equipment is delivered by **Jumping Celebrations** 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 **Jumping Celebrations** for insufficient funds customer agrees to pay the total rental price as well as an additional \$30.00 fee to **Jumping Celebrations** in cash immediately upon notice.

**6. Weather:** **Jumping Celebrations** cannot guarantee weather conditions; some examples of severe weather are high winds, excessive rain, snow, and lightning. 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:** **Jumping Celebrations** shall deliver the Rental Equipment to the location listed on the invoice page of this Agreement. Customer grants to **Jumping Celebrations** true right to enter the property 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 accepts the Rental Equipment on an "As Is" basis. Customer acknowledges receipt of all items listed on the Invoice, has inspected the installation of the rental equipment prior to its use, has read the operating/safety instructions prior to use, and is satisfied that equipment is in good working order.

**9. Possession/Title:** In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **Jumping Celebrations** 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 **Jumping Celebrations**. Title to the rental items is and shall remain in **Jumping Celebrations**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Jumping Celebrations'** delivery of the items, until **Jumping Celebrations** picks up such items.

**10. Care of the Rental Equipment:** Customer shall be liable to **Jumping Celebrations** for any and all damages which are not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment. Damage which is not "ordinary wear and tear" includes, but is not limited 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 mud, 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 and call us at 866-589-4777.

**12. No Warranty: Jumping Celebrations** 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. **Jumping Celebrations** 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. **Jumping Celebrations** shall not be responsible for any defect or failure unknown to **Jumping Celebrations** at the time of delivery.

**13. 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.

**14. 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.

**15. 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.

**16. Entire Agreement:** This Agreement constitutes the full agreement between **Jumping Celebrations** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect.

I, the Customer, \_\_\_\_\_, acknowledge and certify that I have read and understand the terms and conditions of this Agreement and acknowledge receipt of rental equipment in good working order. I further acknowledge by my signature that I have viewed the Jumping Celebrations Safety Video and that I understand each of the SAFETY RULES cited in this agreement on paragraph 2 and agree to be bound by them. I further warrant and represent that I am 18 years old or more, I am the Customer, am authorized and empowered to accept delivery of the equipment and to sign this Agreement.

Customer:

\_\_\_\_\_  
Signature Date

PLEASE BE SURE TO INITIAL PAGES 1-3.