

MR. INFLATABLE RENTAL AGREEMENT & RELEASE OF LIABILITY**GENERAL RELEASE/INDEMNITY/HOLD HARMLESS**

I, _____ on the _____ day of _____, _____ understand and acknowledge that the party on an amusement device entails both known and unknown risk including, but not limited to, physical injury from falling, slipping, crashing or colliding, paralysis, distress, damage to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **Mr. Inflatable** 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. Should **Mr. Inflatable** or anyone action on behalf of **Mr. Inflatable** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Mr. Inflatable** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Mr. Inflatable** it is agreed to do so solely in the State of Michigan. 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. 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).

SAFETY/OPERATING INSTRUCTIONS:

In addition to the information set forth in this agreement, the customer acknowledges that there are operating and safety instructions on the equipment delivered and agree 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 **Mr. Inflatable** 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 **SUPERVISION AT ALL TIMES**. Customer further agrees to keep all equipment away from swimming pool(s), steps, ditches, etc., and customer understands and agrees that they will not operate any electrical equipment near water or use unsafe electrical outlets. By entering into this agreement, Customer acknowledges that there is a risk or 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.

EQUIPMENT, RENT, PAYMENT, AND TERMS OF RENTAL AGREEMENT

Customer rents from **Mr. Inflatable** certain equipment described on the invoice given to the customer. The rental fee set forth is payable, in full before set up, and the rental terms shall be that listed as on the invoice, but all of the Customers 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 **Mr. Inflatable**. If Equipment is delivered and set up by **Mr. Inflatable** 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.

Weather & Impediments: **Mr. Inflatable** 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.

Receipt/Inspection of Rental Agreement: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected 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 acknowledges receipt of all items listed in this Rental Agreement, and that the items are in good working order.

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 **Mr. Inflatable**. 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 **Mr. Inflatable** the full replacement value for such Equipment listed on the invoice, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Mr. Inflatable**. Title to the rental items is and shall remain in **Mr. Inflatable**.

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.

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 Mr. Inflatable for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice. 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.

Limited Warranty: Mr. Inflatable 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. **Mr. Inflatable's** sole and exclusive obligations under this warranty are limited to repair or replacement of the rental equipment when **Mr. Inflatable** determines that it does not conform to this warranty.

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

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

1. Spilled food, drink or the use of silly string could result in a \$100-\$500 cleaning fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable a fee of \$2500-\$5000 could result.

CUSTOMER ACKNOWLEDGEMENT

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. Customer acknowledges that they have received an invoice depicting equipment rented and a copy of the rules for usage of equipment rented.

I, _____, 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 AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

PAYMENT

Lessee agrees to pay the full amount of \$ _____ for items listed on the invoice at the time of delivery. Lessee also acknowledges and understands that Mr. Inflatable does not issue refunds for items once this agreement is signed.

Customer Print Name: _____ **Customer Signature** _____

Address: _____ **Phone:** _____

City/State/Zip: _____ **Authorized Signature** _____

MINI INVOICE		
QTY	DESCRIPTION	LINE TOTAL