

## Rental Agreement

This is a rental agreement, referred to herein as "Contract", and your signature on this Contract and/or payment of money and/or taking possession of any Top Flight Bounce House accessories, equipments or products, referred to herein solely as "Product(s)", is evidence of your acceptance of the Contract and your intent to use the Product(s) received. This Contract is made and entered by and between Top Flight Bounce House, referred from herein solely as Top Flight Bounce House, and the undersigned "Renter."

- 1. OWNERSHIP:** Renter agrees to keep all Product(s) in his/her custody and not sublease, rent, sell or remove from the delivery location. Renter agrees not to remove, disassemble, or uninstall Product(s) from its setup location or to install any Product(s). Renter assumes responsibility for ALL Product(s) rented from the time of delivery to when Top Flight Bounce House's representative(s) arrive for pick up. Renter agrees to maintain any and all Product(s) rented in its original condition from the time of delivery, any alterations or attachments will result in additional fees subject to Top Flight Bounce House's discretion. Items forbidden in Product(s) include but are not limited to any and all liquids, sprays, foods, breakable objects, and sharp objects. If any such objects are found and cleaning and/or repair is required, a minimum one hundred dollars (\$100) fee shall be imposed.
- 2. RENTAL PERIOD AND PAYMENT:** In the event the Product(s) is/are not returned at the said date and time, the appropriate daily rate shall apply for each day that the Renter maintains possession of Product(s). Renter authorizes Top Flight Bounce House to submit for payment on any credit card(s) provided by Renter as form of payment on all amounts owed.
- 3. DELIVERY/PICK UP:** Renter grants Top Flight Bounce House representatives the right to enter the property at the specified delivery address for the delivery and subsequent pick up or removal of the Product(s) at the date specified. The same Top Flight Bounce House representative will arrive to pick up any and all Product(s) at any time after the fulfillment of this Contract. If a different person arrives for pickup, Renter must first obtain authorization from Top Flight Bounce House IMMEDIATELY prior to allowing the person to enter property and remove Product(s). Top Flight Bounce House will strive to accommodate Renter's delivery and pickup requests stated on invoice, however, delays and changes in the schedule are sometimes unavoidable, and therefore, Top Flight Bounce House does not guarantee delivery or pickup at any specified time. In the event that there should be any changes to the delivery or pick up times specified, a Top Flight Bounce House representative will notify Renter as soon as possible. Renter assumes responsibility of providing easy leveled access to the set-up location without any obstacles or barriers, which include but are not limited to stairs, sand, incline, that will create passage difficult. Presence of any such obstacles or barriers will result in delivery fees subject to Top Flight Bounce House's discretion. Renter also assumes responsibility of informing Top Flight Bounce House representatives of any underground utilities or water sprinklers that may interfere with staking or anchoring of Top Flight Bounce House units. Renter agrees not to hold Top Flight Bounce House and/or Top flight Bounce House representatives responsible for any damages to customer's property during the course of setup or pickup. Renter must be available upon delivery and pickup to account for all Product(s) rented, there is no guarantee Top Flight Bounce House representative can return prior to pickup.
- 4. WARRANTY:** COMPANY warrants and Renter agrees that the Product(s) rented is/are in good working condition upon delivery and Renter further warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear. The Product(s) is/are supplied and maintained subject to this warranty. Top Flight Bounce House obligation under this Contract is limited to repair or replacement of Product(s) when Top Flight Bounce House determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and all obligation and liabilities on the part of Top Flight Bounce House for damages including, but not limited to, consequential damages arising out of or in connection with the use or performance of Product(s). If any problems or malfunctions occur with any of the products you rented during the course of your rental period, you must contact Top Flight Bounce House IMMEDIATELY so we can address the problem.
- 5. RELEASE OF LIABILITY:** Renter agrees to hold FULL responsibility in ensuring safe operation of Top Flight Bounce House equipment, to follow any safety rules posted on Product(s) and/or verbally given, and to supervise the Product(s) rented and any and all participants. Renter understands and acknowledges that any activity in connection to Product(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing and colliding. Renter understands such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Renter agrees to release, forever discharge and hold harmless Top Flight Bounce House, including its officers, employees and/or agents from any injury, damages or claims that result from Renter negligence including any injuries, claims or damages asserted by Renters guests, invitees or third parties. Renter agrees to report any damage, injury or claim to Top flight Bounce House within five (5) days of the reservation date; failure to do so will result in negligence from Renter and release of any liability or responsibility from Top Flight Bounce House. Further, Renter agrees not to hold Top Flight Bounce House, including its officers, employees and/or agents liable or accountable for any costs arising out of or in connection to attorney's fees and/or claims brought up in court involving the use of any Product(s). Top Flight Bounce House shall indemnify and hold harmless, Renter, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by Renter directly or indirectly, in connection with the rental of the above named rental equipment and/or attraction or attractions due to negligence of Top Flight Bounce House.
- 6. WEATHER POLICY:** During periods of severe weather condition(s), arising out of but not limited to rain, hail, lightning, high winds (over twenty miles per hour), intense heat, and fire, the Product(s) must be evacuated immediately and electricity must be turned off. Top Flight Bounce House reserves the right to cancel the reservation or end rental term at any time during severe weather condition(s). In instances where severe weather condition(s) arises after delivery/setup has taken place, Top Flight Bounce House has the right to end the reservation/rental term and no refund will be given. Renter agrees to release, forever discharge and hold harmless Top Flight Bounce House, its officers, employees and/or agents from any injury, damages or claims resulting out of or in connection to severe weather conditions and/or Renters negligence to follow rules regarding weather policy.
- 7. CANCELLATION POLICY:** Renter agrees to notify Top Flight Bounce House within seventy-two (72) hours of the delivery date of any cancellation or postponement. If Renter cancels any reservation within the seventy-two (72) hours of rental date, in whole or in part, Top Flight Bounce House has the right to apply any cancellation fee or withhold up to the whole amount due or paid.
- 8. ACKNOWLEDGMENT:** Renter acknowledges that sufficient time and opportunity were given to read this entire Contract, and understands its contents and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms. Renter acknowledges that Top Flight Bounce House has made their best effort to supply all information to Renter regarding safety, operation instructions, and checklists regarding the Product(s) rented. Renter also acknowledges that he/she has had sufficient time to understand all safety and operation instructions and has also taken the time to instruct all users and their parents of such safety issues. Renter agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Renter acknowledges that by providing his/her signature, he/she is agreeing to the terms and conditions of this Contract.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_