

**RENTAL AGREEMENT AND RELEASE**

<b>Customer:</b>		<b>Ordered by:</b>		<b>Event Date:</b>	<b>Start Time:</b>	<b>End Time:</b>
<b>Delivery Phone:</b>		<b>Alternate Phone:</b>		<b>Email:</b>		<b>How did you find us?</b>
<b>Delivery Address:</b>				<b>City:</b>		<b>Zip code:</b>
<b>Directions comments:</b>				<b>Mileage:</b>		<b>Rental Period:</b>
<b>What type of surface? Asphalt/grass/cement/concrete sand/mulch/other-describe</b>				<b>Will you need a generator for an additional charge?</b>		
<b>Rental Items</b>			<b>QTY</b>	<b>Rate</b>	<b>Rental Dates</b>	<b>Total</b>
						<b>Charges</b>
						<b>Subtotal</b>
						<b>Deposit</b>
						<b>Less pmt.</b>
						<b>Total Due</b>

**TERMS AND CONDITIONS**

- 1. Possession/Title:** Lessee's right to possession of the equipment begins upon the items being delivered to Lessee's premises and terminates on the actual pick up by Lessor. If rental items are levied upon, or otherwise moved from delivery address, Lessee shall notify Lessor immediately. Lessee agrees not to loan, sublet or otherwise dispose of the Leased Equipment.
- 2. Delivery:** Lessee grants Lessor right to enter Lessee's property for the delivery, pick-up or repossession of the Leased Equipment. Lessee agrees not to remove the Leased Equipment from the location on which Lessor has assembled or installed it. Lessee further agrees not to disassemble or uninstall the Leased Equipment or to assemble or install the Leased Equipment.
- 3. Care of the Equipment:** Lessee agrees that the Leased Equipment has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear. Lessee shall be responsible for any and all damage to ANY of the rental equipment not caused by ordinary wear and tear in an amount equal to the replacement value. Ordinary wear and tear shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Silly String causes irreparable damage to the Inflatable unit, and Lessee acknowledges that if the Inflatable unit is damaged by Silly String, then up to a \$1,000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Lessee.
- 4. Equipment Problems:** Should any equipment develop a problem, or does not function correctly at any time, Lessee agrees to immediately cease use of that equipment and Lessee will immediately have the riders exit the Inflatable unit.
- 5. Rain Policy:** Lessor cannot guarantee weather conditions, and if the equipment is delivered by Lessor and accepted by Lessee, then Lessee shall not be entitled to any refund whatsoever if weather conditions prohibits the safe use of the equipment, or if the Lessee elects not to use the equipment due to weather or other causes unless Lessor and Lessee agree to other terms in writing, signed by both Lessor and Lessee.
- 6. Assumption of Risk:** Lessee understands and acknowledges that the activity to be engaged in through Lessors lease of the Leased Equipment brings with it both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to Lessee, its guests, its invitees or third parties. Lessee understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Those risks include, but are not limited to falling, slipping, crashing and colliding.
- 7. Liability Release:** Lessee agrees to release, forever discharge and hold harmless Lessor for any injuries, damages or claims that result from Lessee's negligence; including any injuries, claims or damages asserted by Lessee's guests, invitees or third parties. Lessor agrees to release, forever discharge and hold harmless Lessee for any injuries, damages or claims that are the direct result of Lessors negligence; including injuries, claims or damages resulting from defective Leased Equipment or improper assembly or installation of the Leased Equipment.
- 8. Compliance with Laws:** In the event that Lessee files a cause of action against Lessor, Lessee agrees to do so solely in the state of Tennessee, and agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
- 9. Insurance:** Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or else lessee agrees to bear the costs of defense and liability of any such injury or damage itself.
- 10. Supervision:** Lessee agrees to supervise both the Leased Equipment and its use at all times the Leased Equipment is in the possession of Lessee. Lessee agrees to follow the directions & safety rules as posted on the Leased Equipment or as otherwise provided to Lessee by Lessor.
- 11.** Lessee agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full effect.
- 12.** Lessee acknowledges that sufficient time and opportunity were had to read this entire Contract, and understands its content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.

**I acknowledge and certify that I have had sufficient opportunity to read this entire document, and understands its content and that it was executed freely, intelligently and without duress of any kind and agree to be bound by its terms.**

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

Print Name \_\_\_\_\_