

The Party Guyz
Bounce House Rental and Party Supplies
2019 New Braunfels, Forney TX 75126 (855) 499-6057
www.thepartyguyz.com

Rental Agreement and Liability Waiver

Delivery and pick-up times are approximate. We make our delivery schedules 24-48 hours in advance. To accommodate the needs of all of our customers, we may arrive up to (4) four hours before your event to deliver, and up to (4) hours after to pick up the equipment. Customer is responsible for, and required to stay with all the equipment until our representative picks it up, or other arrangements have been made.

Cancellation Policy: Customer will receive a full refund of deposit with cancellation at least 2 weeks prior to reservation date. If customer cancels less than two weeks prior to reservation date The Party Guyz will keep the deposit but customer may apply it to a future rental

Weather: The Company 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/its users may be in danger. The weather policy can found on The Company website, www.thepartyguyz.com.

Delivery: The Company shall deliver the Rental Equipment to the address specified by Customer as listed on the invoice page of this Agreement. Customer grants to The Company true right to enter the property at the address specified by Customer 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. **The delivery driver, at his/her discretion, may cancel any rental if they deem the location or set-up to be hazardous, dangerous or unsafe. This may include stairs, slopes, gate size or other conditions. The delivery driver has the final call on any delivery.** In the event a delivery is delivered after the delivery time specified on the contract, the Customer shall have the option of cancelling the order and receiving a full refund for the amount paid. If instead the Customer chooses to receive the order, they agree that no further discounts or refunds will be given.

Redelivery: Customer agrees that the delivery location will be prepared for the delivery, that the site will be free of rocks, sticks, and animal droppings. Customer also agrees that an adult will be at the delivery location to accept delivery of the amusement device at the agreed time. In the event we attempt a delivery and no one is available, we will attempt to contact the customer by telephone, knocking on the door and calling out for someone in the backyard, if it is a residence. If after (10) minutes of arrival we are unable to begin setting up, the delivery will be considered abandoned, the specified deposit will be forfeited and the delivery crew will continue to the next delivery. In the event the customer contacts us for a redelivery, the delivery crew will determine if a redelivery is possible within the current delivery schedule. If a redelivery is possible, the delivery crew will determine the time of the delivery and a \$50.00 redelivery fee will be assessed and paid at the time of delivery by cash, check, or credit card.

It is the responsibility of the person/s or organization hiring this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable. Please ensure the following safety instructions are followed:

- 1) No food, drink or chewing gum on or around the Inflatable. This will avoid a choking risk and keep the unit clean. (Please note if the Inflatable is collected in a dirty condition then the Lessee it will incur a cleaning charge)
- 2) Shoes, glasses, jewelry, and badges MUST be removed before using the inflatable to avoid injury to peoples using the equipment and harm to the Inflatable.
- 3) NO face paints, party poppers, colored streamers or SILLY STRING to be used either on or near the Inflatable.(Please note these products will cause damage to the Inflatable that cannot be repaired)
- 4) Only 1 rider allowed at the top of water slide at a time, or 2 riders for double lane slides, 6 riders per bounce house or combo unit.
- 5) The Party Guyz is not responsible for striking or damaging any underground utility lines/devices (included but not limited to: electrical, plumbing, sprinkler, etc.). It is lessee's responsibility to tell Rental Company where inflatable is to be set up and have any underground utility lines marked prior too.

Initial Here _____

- 6) Climbing, hanging or sitting on walls is dangerous and must not be allowed.
- 7) A responsible Adult must supervise the inflatable at all times.
- 8) 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.
- 9) Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 10) No pets, toys or sharp instruments on or in the inflatable at any time.
- 11) Do not allow anyone to bounce on the front safety step as this is dangerous.
- 12) Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
- 13) Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- 14) Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries, casts, any type of brace and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the amusement device at any time.
- 15) In the event that the blower stops working, please ensure all users get off the inflatable immediately and calmly. Check the fuses and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off at the mains, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately.
- 16) THE MOST IMPORTANT RULE: DO NOT let children play on the inflatable without Adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the Inflatable.

Participant's Signature: _____ Date: _____

Participant's Printed Name: _____

ACKNOWLEDGMENT: Lessee/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 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. Lessee/Renter acknowledges that by providing his/her signature that he/she is agreeing to the terms and conditions of this CONTRACT.

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LIABILITY DISCLAIMER

- 1) This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and accepted)
- 2) Customer agrees to company right to enter premises of customer at any time to repossess said equipment.
- 3) Customer agrees to reimburse The Party Guyz for LLC all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Rental Company to enforce collection or to preserve or enforce rights under this contract.
- 4) Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.
- 5) Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
- 6) If the lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated for inspection before it is packed up. If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay the following fees:

\$100 Cleaning fee if equipment is not cleaned / \$200-500 for damaged equipment / Up to \$5000.00 for replacement

- 7) Customer agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.
- 8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Equipment from The Party Guyz will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur.
- 9) Lessee understands and acknowledges that play on an amusement device 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. Lessee agrees to indemnify and hold The Party Guyz harmless from any and all claims, 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 The Party Guyz from injuries or damages incurred as a result of the use of the leased equipment. The Party Guyz 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 The Party Guyz from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

OVERNIGHT RENTALS: Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight. Initial here _____

Participant's Signature: _____ Date: _____

Participant's Printed Name: _____

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Safety / How to Checklist

- I have been shown how inflatable is secured.
- I have been shown how to turn on/off blower.
- In the event of high winds or storms, I have been instructed to get all participants off the unit and unplug the motor and extension cord from the power outlet.
- I have been instructed to not allow any horseplay, flips, wrestling or any other unsafe activities both in and around inflatable.

I have been advised of the following...

1. No shoes or sharp objects in or around the inflatable unit(s);
2. No food, drinks or gum;
3. No eyeglasses or jewelry.

- I understand that adult (18 years old & up) operator must be provided to watch the games at all times.
- I have been advised that children of the same size or age group only may use the unit(s) at any given time, no adults.

Age Groups: Only compatible age groups and sizes can play on the inflatable at the same time.

The following are guidelines as to the number of users that may be on the inflatable at the same time

<u>Bouncer</u> -Children up to Age 7: 10-12	<u>Slide</u> -Maximum 2 people of
Children Ages 8-12: 7-10	Comparable Weight
Individuals over 12: 5-7	Height & Size

- I agree to remove any person from the inflatable who is violating posted rules of operation.
- I have received both written and verbal instruction on the safe operation of inflatable and agree to follow all safety rules.

Participant's Signature: _____ Date: _____

Participant's Printed Name: _____

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