

Bounce Toyz Rental Policy

Choosing your equipment: Bounce Toyz rents all equipment on a first come first serve basis. Receipt of a quote is NOT a guarantee of equipment. So please, be certain of your reservation when you are ready or there will be a \$50.00 cancellation fee.

Final contact: We generally contact you within 2 days of your event to confirm details. At this time we'll confirm final payment, method of payment, space requirements, delivery times, etc. We'll also discuss any issues of weather if it looks questionable.

Rain/Cold/Windy Days: We do not charge any cancellation fees if you or we need to cancel due to inclement weather. If weather looks bad, we'll contact you the morning of the event. Because of Oklahoma's constant change in weather we give a 2 day prior event cancellation period due to bad weather estimations. The majority of the time we allow our customers to have the final decision on a cancellation.

Delivery & Pick up: Backyard parties are delivered & picked up during a 2-hour window before and after your event. Corporate deliveries and Park site locations are generally delivered during the hour before your event. We strive to ALWAYS have units set up 30 minutes before the start of an event. Since our drivers are setting up at different locations during the day, it's very important that the person responsible at the event be there on time to meet the driver for safety and set up instructions. One late customer in the morning can cause tremendous stress for everyone else.

Power requirements: Customer is responsible for power. Bounce Toyz is NOT liable for problems due to power issues. Generally we need (1) 20-amp circuit for EACH blower. (other items can't be plugged into the same circuit) We furnish 1 50' extension cord. Unit needs to be placed within 50' of power the source. A generator can be provided for an additional cost, if there is not an outlet close enough to your desired location.

Set up: We'll need someone at the event to show us where to set up. We'll find out before set up if you're event is on grass, concrete, etc. If your home has a sprinkler system, you will be responsible for letting our staff know where it is to avoid any damage. Bounce Toyz is not liable for any damage done to your sprinkler system. Inflatables can ONLY be operated safely if they are well secured. We bring stakes or sandbags depending on where the units are sitting. If you make last minute changes, please let us know (especially grass to cement) so we'll have the proper tie down equipment.

Attendants: You will need adult attendants to arrive early enough for a safety briefing. Accidents on equipment generally come from two things.... too many participants on a unit and a unit not kept secured. Attendants should monitor the amount of children and make sure they're acting responsible. They also should periodically ensure equipment for secure ground attachment. Safety briefings need to be given at the start of ALL events and we require a signature from our customers or representative stating this has/will be done.

Damages: Customer is responsible for all damages to any units and any cleaning charges due to misuse (food, gum, rocks, water etc). Someone should be with the unit until time of pick up to avoid any problems. A flat rate of \$1,000 is applied if any silly string is found on the unit. Silly string causes irreversible damage to any inflatable. So please be aware.

Early shut down: If the event is shut down early, please call the phone # on your paperwork or 918-852-4311 to arrange early pick up. There are no refunds due to early pick up for any reason. In case of rain or winds, please shut down the unit until bad weather passes & put the blower in a covered area. If the bad weather passes quickly you can re-inflate the unit. Make sure to completely dry the unit as they're very slippery when wet.

Cancellation Policy: We allow all our customers the option to cancel their reservation up to four days prior to their event. Any cancellations (not weather related) that are within 2 days of the reservation will be charged a \$50.00 cancellation fee. Please note that all cancellations MUST BE IN WRITING and sent to: bouncetoyz@yahoo.com. Our goal is to make your family's special day memorable, fun, and safe!

Rental Agreement

Safety and Liability Terms and Conditions

Rental Date: _____ Start Time: _____ End Time: _____ Grass () Concrete ()

Product (s) _____ rented

Rental: \$ _____ Amount Paid \$ _____ Balance \$ _____

Delivery Address: _____ City: _____ Zip: _____

Home Phone: (_____) _____ Alternate Phone: (_____) _____

Email Address _____

This safety and liability agreement is entered into between the **Bounce Toyz**, and the

Lessee _____, **on** _____ **20** _____.

Located at _____

This Safety and Liability Terms and Conditions shall operate in conjunction with the Rental Agreement between the Lessor and the Lessee. Product or Products listed above will be referenced in the Safety and liability terms and condition as **“Unit”**

The safety of each and every child and/or person that utilizes the Unit is incumbent on the Lessee. The Lessee must supervise and take responsibility to make sure that there is adult supervision of the Unit at all times that a child/children and or persons are utilizing the Unit. Failure to adequately supervise children or persons utilizing the Unit may be the leading cause to a child or children being injured while using or being around a Unit. Lessee has control of the Unit after it is delivered until the time it is picked up again by the lessor, and therefore must ensure the safe operation of the unit for the safety of all persons who utilize the unit.

Since Lessor, delivers the Unit and picks up the Unit from Lessee's property, lessor does not provide any supervision or employees with the Unit during the rental period. Lessee agrees to that they alone will be responsible for the safe operation of the Unit, and shall indemnify Lessor for claims and/or lawsuits arising from any accidents, injuries or damages of any kind arising from the use of the Unit sustained by the Lessee or any of Lessee's guests.

Lessor provides you with the following General Rules and Suggestions to minimize injury to persons and damage to personal or other property:

1. General rules to follow during use of the unit:

- A.** The unit must be supervised by lessee or any other responsible adult at all times the Unit is being used. Children's safety depends upon you. your personal supervision is absolutely paramount
- B.** All riders must remove their shoes and all sharp or protruding or metal objects before entering the unit.

Rental Agreement

Safety and Liability Terms and Conditions

C. To avoid neck and back injuries, children or persons using the unit should not be permitted to do flips of any kind.

D. Lessee must ensure all posted warnings on the units are followed by everyone using the unit. As the lessee of the unit the safety of all riders is your responsibility.

E. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the unit. (If upon pick-up such cleaning is required, then a \$150 cleaning fee shall automatically be imposed.-See Rental Agreement.)

F. Do not move the Unit from the place where it was installed. If the unit moves, pull the corner back to its original location of installation. Absolutely, keep the Unit away from swimming pools.

G. No pets allowed inside the Unit. Long hair should be tied back before using the unit.

H. If any injuries occur while using the Unit, the injury must be reported in writing to the lessor, within 24 hours of the occurrence.

1 **Special instructions:** If the Unit begins to deflate: **I)** The motor may have stopped in which case check the cord connection at the outlet near motor and remember to keep only the 50 or 100 foot extension cord on the outlet. (stronger outlets are in the kitchen and laundry rooms). **II)** If the motor is continuing to run, check the air intake on the sides of the motor for blockage and check both tubes at the back of the unit for snugness, retie if necessary. **III)** If you cannot correct the problem please call us immediately.

2 **Delivery:** Only to the address specified on the Rental Agreement by the Lessee, it is lessee's responsibility to ensure the Unit is not moved from the setup location by anyone other than lessor representative.

3 **Transportation expense:** Except as provided herein, all charges in delivering and subsequent pick-up of the Unit with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the unit is not returned at the appointed time by Lessee, a \$50.00 extra transportation fee shall automatically be Imposed.

4 **Safe operation acknowledgment:** lessee acknowledges that he/she has been instructed and fully understands the safe operation of the unit that is the subject of this rental, contract and the lessee agrees to observe all safety precautions. .

5 **Maintenance:** Lessee agrees to keep the Unit in the same condition as when received. If any damage is caused to the unit due to Lessee not following general rules, the lessee agrees to pay repair costs incurred by the lessor

6 **Alternation and attachment:** No alternation / attachments will be made to the Unit without prior written approval of Lessor.

7 **Warranty:** Lessor warrants that the Unit leased under this Rental Contract will be in good working order on the effective date of the Rental Contract. The Unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Contract is limited to repair or replacement of the Unit. This warranty is in lieu of any and all other warranties expressed or implied, and all obligations and liabilities on the part of the Lessor for damages including, but not limited to consequent damages, arising out of or in connection with the use or performance of the Unit.

Rental Agreement

Safety and Liability Terms and Conditions

9. Release of liability: The Lessee shall be in charge of the unit's operation, as well as return of the Unit in a good working condition. Lessor and its officers, employees and agents is/are not responsible for any injury occurring to the Lessee or to any other persons using the Unit, and the Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the unit, should legal action become necessary.

10. Title to : Lessee agrees to keep the Unit in his/her custody and not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the Unit. The unit will remain at the property of the Lessee and may be removed by Lessor at any time after the termination of this Rental Contract. Lessee to pay \$6,900.00 dollars if unit is not returned to Lessor

11. Rain policy: During periods of severe weather conditions (i.e. rain, high winds, etc.) we reserve the right to cancel your reservations. If conditions are not too severe we will give you the option of keeping the unit. If you decide to keep the unit for the term of the Rental Contract there will be no refunds

12. Addendum to the agreement _____

By signing this contract , I accept the Rental agreement / Safety and Liability terms and conditions

Lessor: Representative Elizabeth Lujon Date: _____

Lessee: **Full Name** _____ **Date:** _____

Lessee: **Signature** _____