

Rental Agreement/Release of Liability/Hold Harmless

NOTE: Driver pick-up time is approximate. Driver may arrive as early as 7 AM on rental date, the "end" of the "Rental Period" or as late as 11 pm to pick up the equipment. Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

Customer/Lessee is responsible for having any underground utilities or sprinkler systems marked prior to our delivery. Call 811 or visit this website: <http://www.call811.com/> 48 hour notice required

- All leased equipment requires **mandatory adult supervision** at all times.
- The Customer, Receiver, and User of the leased equipment understand and agree to provide an attendant who is trained in the operation and safety of the leased equipment.
- **Customer** will provide its own liability insurance, unless otherwise specified.
- **Customer** is responsible for the replacement value of the new leased equipment in the event of theft, vandalism, fire, or any act, which damages or destroys the leased equipment.
- All rentals are to be paid by company check, credit card, money order or cash. A **\$75** service fee will be charged for all returned checks. Payment in cash is required upon notification of returned check. A *minimum* charge of \$75, *plus* attorney fees, and other expenses associated with the collection of the payment, will be incurred in the event the cash payment is not received.
- Failure to comply with the terms of this agreement, failure to make payment, or failure to return leased equipment to **Jamaya party Rentals** as agreed, shall make the **Customer** liable to **Jamaya party Rentals** for additional one-day rental fee [per day] until all equipment is returned, as well as, all legal, court, and attorney fees incurred in order to obtain return of said equipment.

Pre-existing Health Conditions: WARNING - Individuals with head, neck, back or other muscular-skeletal Injuries or disabilities, pregnant women, individuals with pre-existing injuries and health conditions (including participants in casts), small infants, and others who may be susceptible to Injury from falls, bumps or bouncing are not permitted in the unit at any time,

General Release/indemnity/hold harmless: _____ c/o _____, understand and acknowledge 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. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **Jamaya party Rentals** 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, including those allegedly attributable to negligent acts or omissions. Should **Jamaya party Rentals** or anyone acting on behalf of **Jamaya party Rentals** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Jamaya party Rentals** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Jamaya party Rentals**, it is agreed to do so solely in the Washington DC metropolitan area. 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. In consideration of being permitted by **Jamaya party Rentals** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **Jamaya party Rentals** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. 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).

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I, _____, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, 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.

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

1. Identity of parties: For the purposes of this Rental Agreement. **Jamaya party Rentals**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

2. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Jamaya party Rentals** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as event time on the invoice page of this Agreement, but all of Customer's 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 **Jamaya party Rentals**. If the Equipment is delivered by **Jamaya party Rentals** 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.

3. Returned Check policy: In the event that a check is returned to **Jamaya party Rentals** for insufficient funds customer agrees to pay the total rental price as well as an additional \$75.00 fee to **Jamaya party Rentals** in cash immediately upon notice.

4. Weather: **Jamaya party Rentals** 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. Some examples of severe weather are high winds, rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.



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5. 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 **Jamaya party Rentals** 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 page of this Agreement. 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 such as chemicals, non approved food, paint, silly string, mud, clay, or other materials.

6. Possession/Title: Customers 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 **Jamaya Party Rentals**. Retention of possession, or any failure to permit the pickup 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 **Jamaya Party Rentals** the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Jamaya Party Rentals**. Title to the rental items is and shall remain in **Jamaya Party Rentals**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Jamaya Party Rentals** delivery of the items, until **Jamaya Party Rentals** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Jamaya Party Rentals** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **Jamaya Party Rentals** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **Jamaya Party Rentals** immediately.

a)-General Misuse: Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by **Jamaya Party Rentals**, never place a water hose or water in general on to the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

b)-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 \$500-\$15,000 Repair Fee.
3. If unit is not repairable a fee of \$500-\$15,000 could result
4. Any tape or tape residue will result in a \$100 - \$500 Cleaning Fee.
5. If Inflatable is not covered during rain (either a tarp or following verbal instruction) there will be a \$100 drying/cleaning fee.
6. Any Mud or Sand in or on Unit could result in a \$100 - \$500 Cleaning Fee.

7. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reinflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at (240-396-3076).

8. Cancellation/Refund Policy: Customer will receive a full refund of deposit if customer cancels at least 7 business days prior to event date.. No Refund or Rain Checks will be issued after the equipment has been delivered, even if the equipment is not used. All Weather Cancellations must be made by 8:00 AM the date of the rental to receive refund of deposit.

(A) If the equipment malfunctions or is inoperable, it is the sole responsibility of the customer to notify **Jamaya Party Rentals** immediately. If **Jamaya party Rentals** is not notified and given a chance to correct the problem, No Refund will be given.

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9. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

10. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

11. Customer Acknowledgment: 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.

12. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

13. Entire Agreement: This Agreement constitutes the full agreement between **Jamaya Party Rentals** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

Unit Size	Children 8 & under	Children 9 to 12	Older Teens	Adults
10 X 10	5 - 6	NONE	NONE	NONE
13 X 13	8	5 - 6	3 - 4	3
15 X 15	10	6 - 8	4 - 5	4

Customer Signature _____

Date _____

Customer Printed Name _____

Drivers License # _____