

Rental Agreement

THIS RENTAL AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2015, by and between Bouncing Around The House LLC (“Lessor”), and _____ (“Lessee”). (Lessor and Lessee may sometimes hereinafter be referred to individually as “Party” or collectively as the “Parties”).



1. **Agreement.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment set forth on Invoice attached hereto and incorporated by reference herein (the “Equipment”). It shall be Lessee’s sole responsibility to ensure that the Equipment delivered is in accordance with Invoice and to notify Lessor immediately of any discrepancy. Lessor shall not be responsible for any discrepancies not brought to Lessor’s attention at the time of delivery.

2. **Deposit and Contract Price.** Lessee shall pay Lessor the total contract price listed on invoice, plus all applicable federal, state, and local taxes (including, but not limited to, sales taxes), charges and fees with respect to the Equipment (collectively, the “Contract Price”). Unless otherwise provided herein, at the time of execution of this Agreement, Lessee shall pay to Lessor 50% of the total invoice which shall be a non-refundable deposit for the Equipment (“Deposit”). On or before the Rental Date, Lessee shall pay to Lessor the balance of the invoice. All payments shall be in U.S. currency and payment may be made by credit card, cash, certified or cashier’s checks. Any change or modification to the Agreement must be in writing and agreed to by both Lessor and Lessee (“Change Order”). The Contract Price shall be adjusted to reflect the Change Order.

3. **Cancellation.** Lessee may cancel this Agreement by providing written notice to Lessor (“Cancellation”). If Cancellation is more than three (3) calendar days prior to the Rental Date, then Lessee shall forfeit a ten dollar fee for refund processing. If Cancellation is three (3) calendar days or less from the Rental Date, then Lessee is responsible for the Contract Price.

4. **Rain Policy.** In case of rain or severe weather conditions (high winds exceeding 20mph) during your rental date, customer is allowed to cancel the same day as delivery without any cancellation fee (also pertains to forecasts with probabilities of rain or high winds greater than 50% likelihood). Customer **MUST CALL** and cancel before 9am on the day of the event (voicemail and emails before 9am are ok for cancellation). If customer cancels the order, it will be canceled for the rest of the rental period with no guarantee that Bouncing Around The House can deliver if weather conditions get better.

If customer decides to go ahead with the order even though the weather forecast says it will rain, but it is not actually raining at the time, then we will go ahead and deliver the order. However, if it does start to rain during the rental time, Bouncing Around The House reserves the right to cancel the order, due to safety concerns, with NO refund provided. In the event of rain everyone must get out of the inflatable and the power shutoff and disconnected.

If we, Bouncing Around The House, decide that the weather is too severe and that your order must be cancelled we will either refund your money or give you the opportunity to reschedule another date.

5. **Use of Equipment.** Lessee shall be required to have at least one adult supervisor positioned at each inflatable at all times. Unless otherwise noted, Lessor will provide qualified personnel to operate all Equipment provided for in this Agreement. In such event, no other personnel, including Lessee and their invitees and guests shall operate the Equipment without the prior written consent of Lessor. The Equipment is and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein. Lessee shall use the Equipment in a safe, careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the

installation, set-up, operation, use or removal of the Equipment. Lessee shall not make any alterations, changes, modifications, or improvements to the Equipment without the prior written consent of Lessor. If Equipment is removed, stolen or damaged by Lessee, its invitees, guests or other persons, then Lessee shall be held solely liable for the cost of repairing and/or replacing the Equipment in Lessor's sole discretion. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Agreement which shall continue in full force and effect through the term of the Agreement. Lessee, its guests and invitees shall at all times follow Lessor's rules for use of the Equipment as set forth on Exhibit A attached hereto and incorporated by reference herein ("Rules"). Failure to follow Lessor's Rules may result in the removal of Equipment, suspension of use of the Equipment, or immediate termination of this Agreement.

6. **Event Site.** Lessee hereby agrees to provide, or cause to be provided, to Lessor, all necessary and unobstructed access to the Event Site (including, without limitation, ingress and egress, access to all necessary electrical hookups and adequate power necessary for the operation of the equipment), for any purpose connected with the installation, set-up, operation, use, and removal of the Equipment. Without limiting the foregoing, Lessee shall be responsible for obtaining and maintaining all rights of way and associated consents, waivers, licenses, easements, utilities, electrical hookups and permits (including electrical permits), as well as sufficient working space or setbacks from all structures or improvements now or hereafter erected on the Event Site with respect to the Equipment. If, in the course of performing services, Lessor discovers that its ability to install, operate, set-up, run, and use the Equipment is impeded by the site conditions or the inability to access the site, it shall notify Lessee of such conditions and Lessee shall take immediate actions to correct the site condition problems, at Lessee's expense. Failure to correct such conditions may result in immediate termination of this Agreement.

7. **Delivery.** Delivery is included for all inflatables to our regular delivery areas (check Delivery Chart for more info). Tables, Chairs, Tents, include curbside delivery. Delivery times should be arranged about 1-3 hours before the start of your event, however, deliveries will be made between 8AM and your reservation time (this is necessary in order to meet all customers' requested reservation times). The person who made the reservation or who made payment must be present during the time of delivery to sign for the rental. Customer is required to check the rented unit and all tie downs before the driver leaves because there is no guarantee that the driver can return before the pick up time.

8. **Pickup.** Pickup's will begin from your requested time, and not before, but can range up to 3 hours after (since drivers have more than one order, they may be delayed). If you are finished using the bouncers before the pickup time, you may simply unplug the unit until the driver arrives for pickup. If the driver is running late or should anything happen you will be contacted immediately to be notified.

9. **Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor and its members, employees, agents and representatives from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's, invitees' or guests' use of the Equipment, including without limitation the manufacture, selection, delivery, installation, set-up, possession, use, maintenance, operation, or return of the Equipment, property damage, personal injury, bodily harm, death or any third party claims.

10. **Limitation of Liability and Disclaimer of Warranty.** TO THE FULLEST EXTENT PERMITTED BY LAW, LESSOR SHALL NOT BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, BODILY HARM, OR FOR ANY OTHER DAMAGES, OR SUMS PAID BY LESSEE TO THIRD PARTIES, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACT PRICE STATED IN THE AGREEMENT IS CONSIDERATION IN LIMITING LESSOR'S LIABILITY. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY

LESSOR TO LESSEE, EXCEPT AS OTHERWISE EXPRESSLY CONTAINED IN THE AGREEMENT, AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANY THIRD PARTY, OF ANY KIND AND HOWEVER CAUSED, WHETHER BY ANY EQUIPMENT, ITS USE, INSTALLATION, SET-UP, OPERATION, REPAIR, MAINTENANCE, REMOVAL, OR ITS FAILURE. LESSOR SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LESSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE CONTRACT PRICE PAID BY LESSEE TO LESSOR FOR THE EQUIPMENT.

11. **Force Majeure.** Lessor is not responsible for any failure of or delays in the delivery or set up of the Equipment under the Agreement to the extent such failure or delay arises from or relates to a Force Majeure Event. A "Force Majeure Event" is defined as any of the following: weather conditions; power failure; vandalism; theft; natural disasters; Governmental Unit rules, regulations, or orders, including orders or judgments of any court or commissions, delay or failure in obtaining necessary permits; Acts of God; strikes or labor disputes; war or acts of terrorism; the presence of hazardous, toxic or other dangerous materials; issues related to the Event Site and site conditions which are not reasonably foreseeable; or any other cause or condition beyond the control of Lessor. Lessor has the right at any time to determine, in its sole discretion, to remove any Equipment from the Event Site or otherwise suspend use of the Equipment for reasons including, but not limited to, weather conditions or other unsafe Event Site conditions.

12. **Miscellaneous.** Lessee may not assign the Agreement without the prior written consent of Lessor. The Agreement shall be governed by the laws of the State of Maryland. The Parties agree that any action concerning the terms of the Agreement must be brought exclusively in the Circuit Court and/or District Courts in Montgomery County, Maryland. The Parties hereby consent to the exclusive jurisdiction and venue of this court and agree to accept service of process pursuant to Maryland Rules and procedures. If any provisions of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of the Agreement and the Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein. A failure by either Party to enforce any right under the Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either Party under the Agreement. This Agreement supersedes all prior agreements and understanding between the Parties hereto concerning the subject matter herein, and constitutes the entire agreement between the Parties. The Agreement shall not be amended or modified except by further written agreement signed by the Parties. The Agreement may be executed in any number of counterparts and/or by facsimile or other electronic means, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. In the event of any legal action arising under this Agreement or any asserted breach thereof by a Party, the prevailing Party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing, attempting to enforce or defending any of the terms, covenants or conditions of this Agreement, including costs incurred prior to commencement of legal action and in any appeal.

IN WITNESS WHEREOF, each Party has caused this Agreement to be effective on the date first written above.

<p>LESSOR:</p> <p>Bouncing Around The House LLC</p> <p>By: _____</p> <p>Its: _____</p>	<p>LESSEE:</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Address: _____</p> <p>_____</p>
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EXHIBIT A

RULES

Do Not Move the Equipment after it is setup.

- 1) Equipment is only to be operated within the manufacturer's instructions and limitations. This means that we must keep the number of kids or weight on the attraction to within the limits specified on the rides Information Panel. We also must maintain the proper direction of travel if there is one involved such as in an obstacle course.
- 2) Lessee is solely responsible at all times to manage the children within the Equipment to reduce the possibility of injuries.
 - a) If children cannot keep their hands and feet to themselves they must be removed from the Equipment until they can control themselves within the Equipment.
 - b) There is to be absolutely **NO FLIPPING OR CARTWHEELS** within the Equipment. This puts the rest of the children at risk to be hit with a flying limb.
- 3) **SOCKS MUST BE WORN** in the Equipment at all times, this is done in order to maintain a sanitary environment within the bounce house. **NO SHOES, NO BAREFEET, NO JEWELRY AND NO GLASSES**
- 4) No climbing, hanging or pulling on the nets, sides, top or back of the Equipment.
- 5) In the event of lightning, winds gusting in excess of 25 mph, a tornado watch, a severe storm predicted within a 5 mile radius, fire, or other disturbance the following procedure must be followed:
 - a) The children shall be unloaded or evacuated safely from the inflatable amusement attraction immediately.
 - b) Once the children are in a safe location the attraction must be closed and secured immediately.
- 6) In the event of an injury contact Lessor immediately so that the appropriate measures can be taken.
- 7) **DO NOT TAKE THIS TASK LIGHTLY. ANYTHING CAN HAPPEN IN JUST A MOMENT BUT MAY CHANGE SOMEONE'S LIFE FOREVER.**

AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!

FOOD, DRINKS, CANDY, ANIMALS, SHOES, Silly String or SHARP OBJECTS are **NOT** allowed in the Equipment at any time. Equipment that is set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the Equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit.

If the Lessee chooses to deflate the Equipment prior to the arrival of the Lessor, it must be re-inflated before it is packed up. The Equipment will be inspected and receive a preliminary cleaning before removal.