

Hammertime Fun Inflatables LLC

www.hammertime-fun.com

903-910-0394

Rental Agreement & General Release

***** NO FOOD, GUM, DRINKS, SILLY STRING or SHARP OBJECTS of any kind ON/ IN UNIT AT ANYTIME *****

*****Please remove shoes before entering inflatable*****

NOTE: Delivery/ Pick up times are approximate. We typically drop/ set up between 8am-12noon, but that is NOT guaranteed. We will give a better eta the morning of your delivery/ set up. Rental period is "roughly" 24 hrs (deliver day of event/ pick up following day around the same time).

Definitions:

Lessor: Hammertime Fun Inflatables LLC, owners, agents, employees

Lessee: Customer, person/ company renting the inflatable device, their agents, employees

Safety/ Operating Instructions:

- ** Do NOT allow anyone inside the Inflatable if not securely anchored to ground by stakes(outside use) or sand bags (on concrete or indoor use).
 - ** Do NOT allow use of inflatable if winds reach above 15 mph as well as during any thunder/ lighting/ rain. Immediately turn off blower or unplug inflatable to deflate until winds fall below 15 mph and there is no longer any thunder/ lighting or rain present.
 - ** Keep away from blower, electrical cords and any external power supply
 - **Ensure patrons are not climbing or hanging from outside walls, on top of mesh/ covers or any area not intended for play.
 - ** Ensure patrons are not flipping, diving, and using aggressive physical contact on the inflatable device. Failure to follow through with this rule can lead to serious harm or death.
 - ** The safety of each patron utilizing the inflatable is incumbent on the Lessee. The Lessee must take responsibility to make sure that there is always adult supervision of the inflatable. Lessee has control of the Inflatable after it is delivered until the time it is picked up again by the Lessor. Lessor does not provide any supervision or employees with the Inflatable during the rental period.
- Lessee acknowledges / agrees that the Inflatable device is not to be moved from the setup location by anyone. Lessee acknowledges/ agrees to keep the Inflatable device in the same condition as when received. If any damages are caused to the

Inflatable device due to Lessee not following general rules, the lessee agrees to pay repair costs incurred by the Lessor.

- Lessee acknowledges/ agrees that he/she has been instructed and fully understands the safe operation of the Inflatable device that is the subject of this rental, contract and the Lessee agrees to be held accountable for attendants' actions and/or inaction.

General Release/ Indemnity/ Hold Harmless: Lessee will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Lessee acknowledges that they oversee the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operations and installation as well as the return of the Rental Equipment in good working order. Lessee acknowledges and agrees that Lessor is not responsible for any injury occurring to customer, or any guest of the Lessee or any other person using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the Equipment is in the possession of the Lessee. Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any and all liability, claims, judgement, attorney fees, and cost, of every kind and nature, including, but not limited to, injuries or death to person(s) and/or damage to property, whether or not such claimant is known or unknown to Lessee, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of the Customer. These General Release, Indemnity, and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim, or liability which may arise on account of negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers, or installers.

Term of Rental Agreement/ Rental rates: Rental term is considered one day rental (deliver/ set up inflatable/ rental equipment the day of event and picked back up the following day (roughly 24 hrs unless other arrangements are agreed to at time of reservation) Rental fees are due upon set up via cash, check, Venmo, Zelle, or Cash App. **NOTE: We DO NOT and WILL NOT deliver Rental Equipment in bad weather (rain/ snow/ sleet/ ice). We will call to cancel in advance if these conditions occur prior to rental period.**

- Lessor shall deliver the Rental Equipment to the street address specified by Lessee and Lessee grants to Lessor the right to enter property at the said street address for delivery, set up, and pick up of any associated Equipment or packing materials at the approximately specified times.

Receipt/ Inspection of Rental Equipment:

- Lessor acknowledges/ agrees Rental Equipment is provided on an "as is" basis. Lessor agrees to inspect the receipt and installation of the Rental Equipment and associated items prior to its use specifically agrees that such rental items will not be used if Lessee finds that it is not suitable for Lessee's needs.

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I have read and understand the terms and conditions of this agreement and agree to be bound by them. I further warrant and represent that I am either the Lessee (customer) named above or an authorized and empowered agent to accept delivery of the equipment and to sign this agreement on their behalf. Furthermore, I agree that I am also binding myself personally as an additional party to all terms and conditions of this agreement.

Lessee (Customer): Print _____

Lessee (Customer): Sign _____

Date: _____

Hammertime Fun Inflatables LLC

Payments by APP: Zelle is phone # 903-910-0394

Lessor agrees to be bound by the terms and conditions of this agreement.