

RENTAL AGREEMENTS RESIDENTIAL



Jumping4Joy Bouncy Castle Rentals
(705) 817-9992 kathie@jumping4joy.ca
4433 Penetanguishene Road, Hillsdale, ON L0L1V0

Reservation Date: _____

RENTAL AGREEMENT –Unit: _____

It is the SOLE responsibility of the person or organization hiring this inflatable equipment to ensure that every precaution is taken to avoid injury to people or damage to the Inflatable unit.

The time is 8:00-11:00 a.m. drop off (pick up) time with a return time of 5:00-7:00 p.m. for pickup (return).

Failure to return the castle by the scheduled time will result in a full day rental fee being deducted from the renter's security deposit. Equipment MUST be cleaned, dried, and have NO DAMAGE upon return.

PLEASE NOTE: OVERNIGHT REQUESTS ARE NOT OPTIONAL AFTER CASTLE HAS BEEN DROPPED OFF/PICKED UP. REQUESTS TO KEEP UNITS OVERNIGHT AFTER RENTAL HAS BEEN DROPPED OFF/PICKED UP WILL BE DENIED.

Do not leave the castle or any accessories outdoors when not in use. NEVER leave equipment outside overnight, or when it is raining. Leaving equipment outside overnight or during rain will result in a \$150.00 damage penalty from the renter's security deposit.

The unit MUST NEVER be dragged over rough surfaces (eg: asphalt,

concrete, gravel, or any other rough surface). You MUST check the area where the castle is to be set up beforehand. Anything that could puncture or damage the castle MUST be removed from the area. Failure to follow this rule will result in damage to the unit and a damage penalty will be incurred.

(*)Jumping4Joy Bouncy Castles holds the incontestable, legal right to declare and pursue what is considered damage to our castles, and what amount will be deducted from the given security deposit. Please see our RENTAL AGREEMENT for specific information on damage penalties.

RULES & REGULATIONS

1) This unit has a WEIGHT LIMIT /AGE LIMIT – Please refer to the user information provided on the castle description online – www.jumping4joy.ca (Under inflatables). You MUST follow the specific weight regulations which are given in the description of each castle. Failure to do so will cause damage to the unit and litigation to recuperate the full cost of the inflatable – no exceptions!

2) No food, drinks or chewing gum on or around the inflatable at any time. This will avoid a choking risk and keep the unit clean.

*DIRTY CONDITION: If there is grass, leaves, water, mud, or ANYTHING ELSE on the castle. If the castle isn't returned in the condition it went out in a \$50.00 cleaning charge will be charged – NO EXCEPTIONS!

Only water and a soft cloth are to be used when cleaning the inflatable unit. CLEANING PRODUCTS/CHEMICALS MUST NEVER BE USED. Adults MUST NEVER enter the unit when inflated for cleaning purposes. You MUST first deflate the unit then clean/sweep/wipe the unit down with water. Shoes must be removed when cleaning the castle.

3) 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. Any damage to the inflatable from failure to follow this rule will incur a \$50.00 damage charge.

4) No face paints, party poppers, colored streamers or silly string to be used on or near the Inflatable (within 250 feet).

*Please note these products will cause damage to the Inflatable that cannot be repaired.

5) Absolutely NO SMOKING on or around the Inflatable at anytime.

- 6) Climbing, hanging or sitting on walls is dangerous and is NOT ALLOWED AT ANYTIME.
- 7) An Adult (MUST BE OVER THE AGE OF 21 YEARS OLD) must supervise the inflatable at ALL times. An adult MUST ALSO supervise the set up and take down of the inflatable.
- 8) Children MUST never be pushing, colliding, fighting or behaving in a manner likely to cause injury or cause distress to others.
- 9) Absolutely no pets, toys or sharp instruments on the inflatable at any time. Any damage to the inflatable from failure to follow this rule will incur a damage penalty up to the value of the inflatable.
- 10) Absolutely no one is to be on the inflatable equipment during INFLATION or DEFLATION as this is DANGEROUS.
- 11) Children MUST NOT attempt somersaults or any other acrobatics, and must be clothed appropriately, with nothing being able to fall out of their pockets.
- 12) In the event that the blower stops working, all users MUST 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, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately with a phone call – Delivery Manager – 705-718-3233.
- 13) Children must NEVER play on the inflatable without Adult supervision (MUST BE OVER THE AGE OF 21 YEARS)
- 14) The inflatable unit MUST ONLY be used for RESIDENTIAL purposes. The RENTER will be subject to fines from TSSA for using the inflatable in a public place/event.
- 15) In the event of rain the inflatable must be deflated. Using the inflatable during a rainstorm is unsafe and NOT permitted. The blower MUST be stored in a dry place during rainstorms. Failure to unplug the blower during a rainstorm could possibly result in electric shock by participants. The inflatable will become VERY slippery during rainstorms and is NOT safe for jumping or playing on. Failure to follow these rules could result in serious injury.

LIABILITY DISCLAIMER

- 1) This rental equipment has been received in good condition and will be returned in the same condition. I have been informed of the safety instructions, how to properly inflate and deflate the unit, what to do in case of unit/blower failure or any other malfunctions, the risks with using this

unit, and the additional charges that will be incurred at the renters expense if the unit is returned damaged or dirty.

2) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release Jumping4Joy Bouncy Castle Rentals from liability for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody.

In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by customer to the total paid to Jumping4Joy Bouncy Castle Rentals for the rental.

3) Customer agrees to company right to enter premises of customer at any time to repossess said equipment.

4) Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location, other than their home.

Equipment MUST only be used for RESIDENTAL purposes.

5) Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.

6) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay the full replacement cost of said inflatable or \$5,000.

The \$5,000.00/per unit MUST be paid immediately.

The person/s or organization renting this Equipment from Jumping4Joy Bouncy Castle Rentals 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.

This liability is including, but not limited to:

Personal injuries

Property damage

Any other loss or damage

Loss of enjoyment

Out of pocket expenses

The client acknowledges that this waiver was brought to my attention at the time of booking and well in advance of taking possession of the inflatable unit.

Initial: _____

* I agree to pay a \$50 cleaning charge if the castle is returned in a dirty condition after my rental period.

Initial: _____

*This rental inflatable will be for residential use only.

Initial: _____

*I understand by choosing NOT TO PURCHASE rental insurance that Jumping4Joy Bouncy Castles holds the incontestable, legal right to declare and pursue what is considered damage to our castles.

Initial: _____

I understand that I have been given the opportunity to Purchase rental insurance (on my own accord). Damages due to negligence on the part of the renter will NOT be covered by typical RENTAL INSURANCE. Therefore RENTAL INSURANCE will be deemed VOID if the rules and regulations stated in our RENTAL AGREEMENT are not followed, and damage to a rental unit occurs. This damage will be the responsibility of the renter.

Initial: _____

*This unit has an age/weight limit. You MUST follow the specific age/weight regulations which are given in the description of each castle.

Initial: _____

The client acknowledges that he/she has had an opportunity to personally inspect the equipment, find the equipment in good condition that is suitable for his/her needs. The client further acknowledges that it is his/her duty to inspect the equipment prior to use and notify Jumping 4 Joy immediately of any defects. The client also agrees to inspect the equipment periodically.

Initial: _____

There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment is suited for the client's intended use or that it is free from defects. Jumping 4 Joy make no warranty of any said equipment and the client agrees to notify Jumping 4 Joy immediately if any leased equipment develops an indication of defect or improper working condition. The client agrees to use said equipment entirely at his/her own risk, to be liable for any damage to persons, it's agents, servants, and employees from any and all liability resulting from the operation or use of the rented equipment.

Initial: _____

** Should this unit be picked up and not set up for you, the client will ensure that the unit is set up in a safe area with a minimum of 4 ft clear radius around the castle and it has been secured to the ground and will not be used in rainy or high wind situations.

Initial: _____

*** The client acknowledges that the unit has been safely set up, with a minimum 4 ft clear radius around the castle. It has been secured to the ground and was not set up in rain or high winds.

Initial _____

The client acknowledges that instruction outlining the proper use of this inflatable has been given to the client including being shown how to turn off and collapse the unit. All electrical warnings and safe blower operation have been explained to the client.

Customers that would like to view our equipment in person will need to make an appointment with a staff member of Jumping 4 Joy. They will arrange a time and place to view our equipment.

Inclement weather cancellations must be made by 8 a.m. on the day of the event. Upon pick-up/drop-off, outstanding payments are due in full. In the event of severe weather conditions (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 it or not. If you decide to keep the unit for the term of the agreement, there will be no refunds.

I have been given this waiver in a timely manner and have had the option to receive Independent Legal Advice in regards to this contract/waiver and the rental of this inflatable unit.

Customer's name:

Customer's phone number:

Customer Signature:

Address:

Jumping4Joy Bouncy Castle Rentals Signature:

_____ Date:_____