



Bounce Party Express

bouncepartyexp.com
Derby, CT 06418
203-410-9998



RENTAL AGREEMENT

RENTAL DATE: _____ BALANCE DUE: \$ _____

LESSEE: _____ LESSOR: **Bounce Party Express LLC**

ADDRESS: _____ CITY: _____ STATE: _____

CONTACT NUMBER: _____ ZIP: _____ TOTAL MILES DRIVEN: _____

DELIVERED BY: _____ START TIME: _____ END TIME: _____

QUANTITY	DESCRIPTION	PRICE	TOTAL
		SUB TOTAL	
		DELIVERY FEE	
		TAX	
		TOTAL	

Lessor: **Bounce Party Express LLC** By my signature, I have read and accepted the terms of this Rental Agreement.
By: _____ Lessee: _____

1. **EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** The Undersigned, as Lessee, hires from **Bounce Party Express LLC** as Lessor, one **Bounce Party Express LLC** unit, identification no:_____. Blower I.D. No._____. The Rental Fee as stated above is payable in advance from the time of commencement, Start Time to End Time.

2. **DELIVERY:** To the street address specified above by Lessee (Customer). Lessee grants Lessor right to enter the property at the said street address ("Delivery Address") for the delivery and subsequent pick up of **Bounce Party Express LLC** unit at the specified time.

3. **GENERAL RULES TO FOLLOW DURING USE OF THE BOUNCE PARTY EXPRESS LLC UNIT:** Only compatible age groups and size shall play on the **Bounce Party Express LLC** unit at the same time. The Maximum number of riders of each group that should play in the **Bounce Party Express LLC** unit at one time are:

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

- A. All riders MUST REMOVE SHOES before playing in the **Bounce Party Express LLC** unit.
- B. To avoid neck and back injuries, FLIPS ARE NOT ALLOWED.
- C. CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE **Bounce Party Express LLC** UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.
- D. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the **Bounce Party Express LLC** unit. If upon pick up, such cleaning is required then a \$150.00 cleaning fee shall be automatically imposed.
- E. DO NOT MOVE the **Bounce Party Express LLC** unit from the place where it was installed. If the **Bounce Party Express LLC** unit moves, pull the corner back to its original location of installation. CAUTION: Keep the **Bounce Party Express LLC** unit away from swimming pools.

4. SPECIAL INSTRUCTIONS: The **Bounce Party Express LLC** unit's equipment is reliable. Should the **Bounce Party Express LLC** unit begin to deflate:

(1) The motor may have stopped, in which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord on the outlet (stronger outlets are in the kitchen and laundry room).

(2) If the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the **Bounce Party Express LLC** unit for snugness; re-tie if necessary.

3) If you cannot correct the problem call 203-410-9998

5. SAFE OPERATION ACKNOWLEDGMENT: LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT AND FULLY UNDERSTANDS THE SAFE OPERATION OF THE **Bounce Party Express LLC** UNIT THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT. LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE ALSO REPRESENTS AND WARRANTS THE SAFE RETURN OF THE UNIT AND HEREBY AGREES TO PAY FOUR THOUSAND (\$4,000) IF IT IS NOT RETURNED.

6. MAINTENANCE: Lessee agrees to keep the **Bounce Party Express LLC** unit in the same condition as when received, ordinary wear excluded.

7. ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the **Bounce Party Express LLC** unit will be made without prior written approval of Lessor.

8. WARRANTY: Lessor warrants that the **Bounce Party Express LLC** unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The **Bounce Party Express LLC** unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the **Bounce Party Express LLC** unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to, consequential damages, arising out of or in connection with the use or performance of the **Bounce Party Express LLC** unit.

9. TITLE TO BOUNCE PARTY EXPRESS LLC: Lessee agrees to keep the **Bounce Party Express LLC** unit in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such **Bounce Party Express LLC** unit. The **Bounce Party Express LLC** unit will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.

10. RELEASE OF LIABILITY: The Lessee shall be in charge of the **Bounce Party Express LLC** unit's operation, and is fully responsible for its operation as well as return of the **Bounce Party Express LLC** unit in good working order. Lessor and its officers, employees and agents is / are not responsible for injury occurring to the Lessee or to any other persons using the **Bounce Party Express LLC** unit, and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. 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 **Bounce Party Express LLC** unit, should legal action become necessary.

11. HOLD HARMLESS PROVISION: Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacturer, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

12. DUTY TO MITIGATE: In the event of injury, damage or loss due to Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

13. DISCLAIMER OF CONSEQUENTIAL DAMAGES: By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Lessor's negligence, equipment and/or property.

14. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the **Bounce Party Express LLC** unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.

15. 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 CANCELLING. IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THIS RENTAL AGREEMENT, THERE WILL BE NO REFUNDS!

16. GRASS DAMAGE: Please note, **Bounce Party Express LLC** is not reliable for grass damage. Grass will flatten out during inflatable unit use with no damage. Please expect up to three weeks for grass to straighten out again. To speed up the process, you may water your lawn and care for it as you would normally do.