

# TERMS AND CONDITIONS

**NOTE: Driver pick-up time is approximate. Driver may arrive as early as the "end" of the "Rental Period" 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.**

**1. Safety/Operating Instructions:** In addition to the information set forth in this agreement, the customer acknowledges that there is safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **Jump Around LLC** has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

**2. General Release/indemnity/hold harmless:** I, the customer 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 **Jump Around LLC** 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 **Jump Around LLC** or anyone acting on behalf of **Jump Around LLC** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Jump Around LLC** harmless for all such fees and costs. In consideration of being permitted by **Jump Around LLC** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **Jump Around LLC** 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).

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE BACK SIDE, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
If under 18 signature of Parent/Guardian

\_\_\_\_\_  
DATE

## **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:

**3. Identity of parties:** For the purposes of this Rental Agreement. "**Jump Around LLC**" shall mean **Jump Around LLC**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean **<customer>** 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.

**4. Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from **Jump Around LLC** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, by a required deposit of 50% or in full, in advance, and the rental term shall be that listed as **date, start time, and end 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 **Jump Around LLC**. If the Equipment is delivered by **Jump Around LLC** 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.

**5. Returned Check policy:** In the event that a check is returned to **Jump Around LLC** for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00 fee to **Jump Around LLC** in cash immediately upon notice.

**6. Weather: Jump Around LLC** 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, excessive 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.

**7. Delivery: Jump Around LLC** shall deliver the Rental Equipment to **the address** specified by Customer as listed on the invoice page of this Agreement. Customer grants to **Jump Around LLC** true right to enter the property at <address> for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.

**8. Receipt/inspection of Rental Equipment:** Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

**9. Possession/Title:** Customer's 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 **Jump Around, LLC**. Retention of possession or any failure to permit the pick up 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 **Jump Around, LLC** 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 **Jump Around, LLC**. Title to the rental items is and shall remain in **Jump Around, LLC**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Jump Around, LLC** delivery of the items, until **Jump Around LLC** 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, **Jump Around, LLC** 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 **Jump Around LLC** 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 **Jump Around, LLC** immediately.

**10. 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 **Jump Around, LLC** 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 (see Paragraph 11), mud, clay, or other materials.

**11. 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 re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at **(910) 303-2556**.

**12. Specific Rules and Instructions for the inflatable equipment:** The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by **Jump Around LLC** and shall be immediately due and payable by Customer D) **WARNING** - extra caution and supervision are required for children ages three (3) and under, E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate, F) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time, G) Do not move the inflatable from the location where set-up; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; For other questions regarding the safe installation of equipment, please call our office at **(910) 303-2556**. Do not let the inflatable unit rub up against any surface.

**13. Limited Warranty: Jump Around, LLC** warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. **Jump Around, LLC** sole and exclusive obligations under this warranty are limited to repair or replacement of the rental equipment when **Jump Around LLC** determines that it does not conform to this warranty. **Jump Around, LLC** makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **Jump Around, LLC** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment. **Jump Around, LLC** shall not be responsible for any defect or failure unknown to **Jump Around, LLC** at the time of delivery.

**14. Cancellation Policy:** Customer will receive a full refund of deposit with cancellation at least one month prior to reservation date. If customer cancels less than one month prior to reservation date **Jump Around, LLC** will keep the deposit but customer may apply it to a future rental within a 30 day period.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. Entire Agreement:** This Agreement constitutes the full agreement between **Jump Around, LLC** 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.

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Signature

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Date

**RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT**

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from **Jump Around, LLC**. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from **Jump Around, LLC** before you begin use of the equipment.

**Supervision:** The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

**Age Groups:** Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:  
BOUNCER-- CHILDREN UP TO AGE 7: 7Kids SLIDE--MAXIMUM 2 PEOPLE OF  
CHILDREN AGES 8 - 10: 6 Kids COMPARABLE WEIGHT,  
CHILDREN AGES 10 - 12: 4 Kids HEIGHT, & SIZE

**Shoes/Glasses/Jewelry:** All riders MUST REMOVE SHOES, GLASSES, and ALL LOOSE JEWELRY before playing in the inflatable.

**Pre-existing Health Conditions:** Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

**Flipping/Wrestling/Piling:** Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

**Installation:** Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

**Inclement Weather:** Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightning is present), or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

**Deflation:** Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed, period.

**General Misuse:** Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable to rub up against any surface. Never place a water hose or water in general onto 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.

**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 \$400-\$1000 Repair Fee.
3. If unit is not repairable a fee of \$3500-\$7000 could result.

I hereby acknowledge, as witnessed by my signature, that a representative of Jump Around, LLC Inflatable Rentals has read aloud to me each of the above referenced safety rules cited in this agreement. I further acknowledge by my signature that I understand each of these rules and agree to abide by them completely.

Customer: \_\_\_\_\_  
Print Name Sign Name Date

I hereby acknowledge, as witnessed by my signature, that I declined to have a representative of Jump Around, LLC Inflatable Rentals read aloud to me each of the above referenced safety rules cited in this agreement. I do however agree that before commencing operation of the equipment, I will read and completely abide by the rules.

Customer: \_\_\_\_\_

# Jump Around, LLC

## Inflatable Inspection Form

Inflatable: \_\_\_\_\_

Date: \_\_\_\_\_

Inspection Checklist	Delivery	Pickup
Make sure inflatable is prepared to be inflated/deflated. Check ride and surrounding area for debris or anything that might puncture or damage the ride		
Check to make sure blower is securely attached and that all zippers & tubes are closed		
Check all stakes, tie downs, ropes, or clips		
Check electrical cords for damage & proper connection		
Check the blower for proper guards or shields		
Make sure everyone is clear of the ride		
Turn on/off the blower		
When fully inflated check outside for rips, tears, as well as signs of aging or cracking		
Inside must be checked for rips, tears, moisture, debris		
Make sure warning sign is in good condition, clearly legible and visible to riders		

Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Safety Checklist

- \_\_\_\_\_ I have been shown how inflatable is secured.
- \_\_\_\_\_ I have been shown how to turn on/off blower.
- \_\_\_\_\_ In the event of high winds or storms, I have been instructed to get all participants off the unit and unplug the motor and extension cord from the power outlet.
- \_\_\_\_\_ I have been instructed to not allow any horseplay, flips, wrestling or any other unsafe activities both in and around inflatable.
- \_\_\_\_\_ I have been advised of the following...  
No shoes or sharp objects in or around the inflatable unit(s);  
No food, drinks or gum;  
No eyeglasses or jewelry.
- \_\_\_\_\_ I understand that adult (18 years old & up) operators must be provided to watch the games at all times.
- \_\_\_\_\_ I have been advised that children of the same size or age group only may use the unit(s) at any given time, no adults.
- \_\_\_\_\_ I agree to remove any person from the inflatable who is violating posted rules of operation.
- \_\_\_\_\_ I have received both written and verbal instruction on the safe operation of inflatable and agree to follow all safety rules.

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**\*Sign below only after carefully reading the above**

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Party Check List

\_\_\_\_\_ Inflatable

\_\_\_\_\_ Blower/s

\_\_\_\_\_ Tarp Stakes

\_\_\_\_\_ Inflatable Stakes

\_\_\_\_\_ Sand Bags

\_\_\_\_\_ Tarp/s

\_\_\_\_\_ Extension Cord/s

\_\_\_\_\_ 50ft Blue \_\_\_\_\_ 50ft Green \_\_\_\_\_ 100ft Blue \_\_\_\_\_ 100ft Yellow

\_\_\_\_\_ Red Extension Cord Covers

\_\_\_\_\_ Jump Around Sign/s

\_\_\_\_\_ Table/s

\_\_\_\_\_ Chairs

\_\_\_\_\_ Generator/s

\_\_\_\_\_ Popcorn Machine \_\_\_\_\_ Popcorn Scooper

\_\_\_\_\_ Snow Cone Machine \_\_\_\_\_ Flavor Bottle/s \_\_\_\_\_ Pour Spouts and Covers

\_\_\_\_\_ Cotton Candy Machine

\_\_\_\_\_ Snow Cone Bottles w/caps

Other: \_\_\_\_\_

\_\_\_\_\_