



www.topsyturvybouncers.com  
 206.321.6925 office  
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 Auburn, WA 98071-1964

# Inflatable Ride Rental & Indemnity Agreement

LESSEE	AGREEMENT DATE	INVOICE NUMBER	INFLATABLE RIDE(S)
DELIVERY ADDRESS	RENTAL DATE	START TIME	
	RENTAL FEE	END TIME	

**1) EQUIPMENT & RENT:** This agreement dated as of the Agreement Date stated above is entered into by and between the Lessee stated above, for the above stated invoice number and Topsy Turvy Bouncers (the Lessor), a Washington State Corporation. The Lessee hires and leases from the Lessor the above stated Topsy Turvy Bouncers Inflatable Ride(s) to be delivered on the Rental Date stated above. The period between the Start Time stated above and the End Time stated above shall be referred to herein after as the "Rental Period".

**2) FEE:** The Lessee agrees to pay the Lessor the Rental Fee stated above on or before the Rental Date unless otherwise stipulated in an additional agreement. Accepted methods of payment include check or credit card received 2 business days before the Rental Date, cash or money order can be collected at the time of delivery of the Inflatable Ride(s) on the Rental Date.

**3) DELIVERY:** The Lessor shall cause the Inflatable Ride(s) to be delivered to the Delivery Address listed above. Lessee grants Lessor and its employees and agents the right to enter the property at the Delivery Address listed above for the delivery and subsequent pick up of the Inflatable Ride(s) before the Start Time and on, or shortly after the End Time on the Rental Date.

**4) TRANSPORTATION & EXPENSE PENALTY:** Except as expressly provided herein, all charges in delivering to, and subsequent pick up of the Inflatable Ride(s) from the Delivery Address are included in the Rental Fee. All cancellations must be received by the Lessor no later than twenty-four (24) hours before Start Time, failure to notify the Lessor before this time will result in a penalty of fifty percent (50%) of the total Rental Fee. If the Inflatable Ride(s) is/are not surrendered by the Lessee to Lessor on the End Time, the Lessee will be charged an additional \$100.00 per hour of use and an additional \$50.00 transportation fee. Any extra charges will be due and payable upon the return of the Inflatable Ride(s). Acceptance of this transportation and penalty fee shall not constitute a waiver by Lessor of all other rights and remedies available to Lessor, a law or equity.

**5) GENERAL RULES TO FOLLOW DURING USE OF THE INFLATABLE RIDE(S) & OTHER EQUIPMENT:** Lessee agrees to adhere to each of the following rules relating to the use of the Inflatable Ride(s):

a) Only compatible Age Groups and size shall play in the Inflatable Ride(s) at the same time. The maximum number of riders of each group that may play in the Inflatable Ride(s) at any on time are as follows:

Age Group	Riders
Children Age 8 years & under	8
Children Age 9-12 years	5-6
Children Age 12-17 years	3-4
Adults Age 18 years & over	3

b) All riders **MUST REMOVE THEIR SHOES** before entering the Inflatable Ride(s).

c) To avoid head, neck and back injuries **FLIPS ARE NOT ALLOWED**. To avoid other injuries **JUMPING ON SLIDES ARE NOT ALLOWED, ONE RIDER DOWN SLIDES AT A TIME, NO LAP RIDING, NO SITTING ON OR LEANING AGAINST THE WALLS OF THE INFLATABLE RIDE(S), & ALL RIDERS MUST EXIT RIDE FEET FIRST.**

d) **ADULT SUPERVISION IS ABSOLUTELY REQUIRED.** As the Lessee of the Inflatable Ride(s), **THE SAFETY OF ALL RIDERS, ESPECIALLY CHILDREN, IS YOUR ABSOLUTE AND FULL RESPONSIBILITY.**

e) **ABSOLUTELY NO SMOKING IN/ON OR NEAR THE INFLATABLE RIDE(S). ABSOLUTELY NO "SILLY STRING", GUM, CANDY, FOOD OR DRINKS IN/ON OR NEAR THE INFLATABLE RIDE(S). ABSOLUTELY NO STICKY SUBSTANCES, JEWELRY, EYE GLASSES, SHARP OBJECTS, GLASS, MARKERS, PENS, PINS, OR ANY OTHER BREAKABLE OBJECTS IN/ON OR NEAR THE INFLATABLE RIDE(S). ABSOLUTELY NO FIREWORKS OR EXPLOSIVES IN/ON OR NEAR THE INFLATABLE RIDE(S). ABSOLUTELY NO KNIVES, GUNS, OR OTHER WEAPONS IN/ON OR NEAR THE INFLATABLE RIDE(S).**

f) **DO NOT MOVE** the Inflatable Ride(s) from the place where it was installed. If the Inflatable Ride(s) move(s), pull the corner back to its original location of installation. Absolutely, **KEEP THE INFLATABLE RIDE(S) AWAY FROM SWIMMING POOLS, WALLS, FENCES, TREES AND BUSHES.**

g) If using portable power, **DO NOT CHANGE WIRING AND/OR PLUGS, NO FUELING WHILE EQUIPMENT IS IN OPERATION, NO MOVING EQUIPMENT FROM ITS DELIVERY LOCATION, ABSOLUTELY NO PLUGGING IN OF ANY ADDITIONAL POWER CORDS. KEEP CHILDREN AWAY FROM PORTABLE POWER AT ALL TIMES. DO NOT SIT/STAND WITHIN TEN (10) FEET OF PORTABLE POWER. DO NOT PLACE ANY ITEMS ON/OR NEAR PORTABLE POWER.**

6) **SPECIAL INSTRUCTIONS:** Lessee agrees to follow these special instructions: should the Inflatable Ride(s) begin to deflate (i) if the motor has stopped; have the riders exit immediately and then check the cord connection for the motor. If the cord is plugged in, then check the circuit breaker. If the circuit has "popped", then move the cord to a different outlet (stronger outlets are usually in the kitchen or laundry room). (ii) If the motor is running, check the air intake on the side of the motor for blockage and check both tubes at the back of the Inflatable Ride(s) for snugness; retie if necessary. Also check back zipper between both tubes and re-zip and Velcro if necessary. If you cannot correct the problem call Topsy Turvy Bouncers at **206.321.6925** and explain the situation immediately.

7) **SAFE OPERATION ACKNOWLEDGEMENT:** LESSEE ACKNOWLEDGES THAT HE/SHE FULLY UNDERSTAND THE OPERATION OF THE INFLATABLE RIDE(S) AND LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE AGREES TO PAY LESSOR, UPON RETURN OF THE INFLATABLE RIDE(S), FOR ALL CHARGES INCIDENTAL TO THE BREAKAGE OR DAMAGE TO THE INFLATABLE RIDE(S) DURING THE RENTAL PERIOD, INCLUDING THE ENTIRE PERIOD LESSEE HAS POSSESSION OF THE INFLATABLE RIDE(S).

8) **MAINTENANCE:** Lessee agrees to maintain the Inflatable Ride(s) in the same condition as when received.

9) **ALTERATIONS & ATTACHMENTS:** No alterations in or attachments to the Inflatable Ride(s) will be made without the prior written approval of Lessor.

10) **WEATHER CONDITIONS:** Lessee agrees that he/she shall not use the Inflatable Ride(s) when weather conditions may make it unsafe to do so (i.e. moderate to heavy rains and winds meaning 15 mph or greater). During periods of severe weather conditions (i.e. moderate to heavy rains and winds greater than 15 mph, and earthquakes), Lessor reserves the right to cancel Lessee's reservation of the Inflatable Ride(s). After delivery of the Inflatable Ride(s) to the Delivery Address. Lessee shall be bound by all the terms and conditions set forth in this Rental Agreement (including, without limitation, the payment terms) even if the weather conditions do not permit Lessee to use the Inflatable Ride(s) pursuant to this paragraph.

11) **LOCATION OF Inflatable Ride(s):** Lessee agrees to keep the Inflatable Ride(s) in his/her custody and not to sublease, rent, sell, remove or otherwise transfer such Inflatable Ride(s) from the Delivery Address, or leave unattended.

12) **RELEASE OF LIABILITY:** Lessee is fully responsible for the operation of the Inflatable Ride(s) as well as the return of the Inflatable Ride(s) in good working order, that is, the same condition as when received. Lessor and its officers, directors, shareholders, employees, representatives and agents (collectively "Representatives") are not responsible for any injury occurring to Lessee or to any other persons using the Inflatable Ride(s), and Lessee agrees to indemnify and hold Lessor and each of its Representatives free and harmless from against any and all injuries, claims, demands, actions and causes of action asserted against Lessor and its Representatives and all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs), losses, liabilities, damages, charges, judgements and awards suffered or incurred by Lessor or any of its Representatives in connection with or arising out of (i) the use of the Inflatable Ride(s) by Lessee or any persons using the Inflatable Ride(s) at the Delivery Address, (ii) Lessee's failure to return the Inflatable Ride(s) at the End Time on the Rental Date and/or (iii) Lessee's failure to return the Inflatable Ride(s) in the same condition received.

13) **GOVERNING LAW & AMENDMENTS:** This Rental Agreement is to be governed by and construed in accordance with the laws of the State of Washington. This Rental Agreement constitutes the full agreement between Lessor and Lessee and may be amended only in writing and signed by the parties hereto.

14) **ATTORNEYS' FEES:** If any action or suit is brought by Lessee or Lessor arising out of this Rental Agreement, the successful or prevailing party shall be entitled to collect the full amount of its reasonable expenses, including all court costs and attorneys' fees, in addition to such other relief as such party shall be entitled.

15) **ACKNOWLEDGEMENT:** Lessee agrees to reading and signing this Rental Agreement in its current state and receiving a copy of this Rental Agreement. By signing Lessee accepts the terms of this Rental Agreement and acknowledges that the Inflatable Ride(s) that is the subject of this Rental Agreement is/are in good working order and repair.

LESSOR: TOPY TURVY BOUNCERS

LESSEE:

AUTHORIZED REPRESENTATIVE

(If Lessee is not an individual, signer is a duly authorized representative or Officer with all necessary authority to bind lease).