

**Returned Check Policy:** In the event that a check is returned to San Diego Bouncers for any reason, Customer agrees to pay the total rental price as well as an additional \$25.00 fee to San Diego Bouncers in cash immediately upon notice.

**Delivery/Pick-up notice:** Equipment delivery and pick-up time is approximate. For deliveries, San Diego Bouncers may arrive as early as 2 hours prior to “**Start Time**” and as early as “**End Time**” or as late as 11pm on the “**End Date**” to pick up the equipment. Customer is responsible for ensuring the equipment set-up area(s), and any pathways leading to set-up area(s), are clean and free of any debris and hazards. San Diego Bouncers reserves the right to refuse setup if set-up area is not ready or deemed unsafe, hazardous or unfit for equipment set-up at time of delivery. Customer is required to stay with all the equipment until it is picked up by a San Diego Bouncers representative, or other arrangements have been made. San Diego Bouncers shall deliver the Rental Equipment to: “**Event Address**”, as specified by Customer and listed on the invoice page of this Agreement. Customer grants to San Diego Bouncers true right to enter the property 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.

**Cancellation Policy:** This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 7 days prior to start of your event. Cancellation of event with less than 7-day notice forfeits entire deposit. Postponement or Cancellation of your event with at least a 7-day notice entitles Customer to a complete refund, or use of deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement. If the Equipment is delivered by San Diego Bouncers 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.

**Weather Related Cancellations:** Cancellation due to rain or inclement weather entitles Customer to full refund with same day notice. Cancellation after set-up has begun forfeits any refund. San Diego Bouncers 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 lightning. 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.

**Safety/Operating Instructions:** In addition to the information set forth in this agreement, Customer acknowledges that there are 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 San Diego Bouncers 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 Lessee 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 Lessee 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.

**Hold Harmless Provision:** Customer understands and acknowledges 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. Customer recognizes and understands that use of San Diego Bouncers equipment may involve inherently dangerous activities. Consequently, Customer 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 of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. In the event that Customer or any participants file a lawsuit against San Diego Bouncers, it is agreed to do so solely in the State of California. Customer agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. Customer hereby releases and holds harmless San Diego Bouncers from injuries or damages incurred as a result of the use of said equipment unless a San Diego Bouncers representative is operating the equipment and is deemed by a court of law to be negligent in its actions. San Diego Bouncers 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. Customer also agrees to indemnify and hold harmless San Diego Bouncers from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

**Rules Governing the Safe Operation of Equipment:** The following rules detail safe operational guidelines for the inflatable and/or concession equipment you are leasing from San Diego Bouncers Inflatable Rentals. To ensure safe operation of the inflatable and/or concession, 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 or concession to your representative from San Diego Bouncers Inflatable Rentals before you begin use of the equipment.

**Supervision:** The safety of the children depends on you. Adult 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: 10-12; CHILDREN AGES 8-12: 7-10; INDIVIDUALS OVER 12: 5-7**

**Slide- MAXIMUM OF 2 PEOPLE OF COMPARABLE HEIGHT, WEIGHT AND SIZE**

**Shoes/Glasses/Jewelry/Sharp objects:** All riders must remove shoes, glasses, loose jewelry and any sharp objects before entering the inflatable. Failure to do so may result in bodily injuries or damage to 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 users immediately exit the unit. 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 alterations in or attachments to the inflatable unit are allowed, for any reason.

**General Misuse:** Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by San Diego Bouncers Inflatable Rentals, 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. Water damage to an inflatable may incur a cleaning and/or drying fee.

**Canned Spray-String (Silly String):** Canned spray-strings in any form are strictly prohibited in or around the inflatable unit at any time. This includes participants who may have canned string on them. Canned string will cause permanent damage to the inflatable including discoloration, weakening of fabric, loss of water repellancy and loss of protective fire coating.

**Negligence or Abuse:** The following fees may be assessed for negligence or abuse of inflatable.

1. Spilled foods, Paint, Liquids or "Silly String" damages may result in a Cleaning Fee of \$100-\$500.
2. Negligence and damage to unit may result in a \$300-\$1000 Repair Fee.
3. If unit is not repairable, a Replacement Fee of \$1000-\$5000 may result.

## **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:

**Identity of Parties:** For the purposes of this Rental Agreement. "San Diego Bouncers" shall mean San Diego Bouncers, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean "**Customer Name**", 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.

**Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from San Diego Bouncers certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be "**start date**": "**start time**"-"**end time**", as listed 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 San Diego Bouncers.

**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.

**Possession/Title:** Customers 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 San Diego Bouncers. 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 San Diego Bouncers 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 San Diego Bouncers. Title to the rental items is and shall remain in San Diego Bouncers. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of San Diego Bouncers delivery of the items, until San Diego Bouncers 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, San Diego Bouncers 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 San Diego Bouncers 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 San Diego Bouncers immediately.

**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 San Diego Bouncers 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, mud, clay, or other materials.

**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 inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, **call us at Phone #619-721-4433**.

**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 San Diego Bouncers 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 us at Phone #619-721-4433**. I) Do not let the inflatable unit rub up against any surface.

**Limited Warranty:** San Diego Bouncers 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. San Diego Bouncers sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when San Diego Bouncers determines that it does not conform to this warranty. San Diego Bouncers makes no warranty of merchantability or fitness for any particular use or purpose, either express 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. San Diego Bouncers 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. San Diego Bouncers shall not be responsible for any defect or failure unknown to San Diego Bouncers at the time of delivery.

**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.

**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.

**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.

**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.

**Merger Clause:** This signed Agreement contains the entire agreement between San Diego Bouncers and Customer. No amendment, whether from previous or subsequent negotiations between the Customer and San Diego Bouncers, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**Entire Agreement:** This Agreement constitutes the full agreement between San Diego Bouncers 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.

**San Diego Bouncers will:**

1. Provide the necessary staff to facilitate equipment setup and power cords to reach a maximum of 75 ft.
2. Deliver, set-up, and remove equipment.
3. Distribute and review safety rules and guidelines with Customer.
4. Carry a liability insurance policy covering our services & equipment.

**Lessee will:**

1. Provide required 110volt/20amp electric circuits (unless a generator has been rented.)
2. Provide any required entrance and parking passes.
3. Provide a minimum of 1 adult operator per attraction, to supervise the activities.