

Identity of Parties: For the purposes of this Rental Agreement. "San Diego Bouncers" shall mean any employees, members, contractors or agents of San Diego Bouncers, LLC. "Customer" shall mean the person(s) and/or company listed in the "Customer Details" section 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 the following equipment, as listed on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be as listed on the invoice page of this Agreement, but all of Customers 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.

Customer is responsible for and agrees to:

1. Verify all Event Details are correct.
2. Provide appropriate amount of working electric outlets.
3. Provide appropriate amount of adult attendants to operate the activities.
4. Provide a clean, level area equal to, or larger than, the minimum required space for the rental equipment.

Delivery/Pick-up: Delivery and pickup times are approximate. San Diego Bouncers may deliver as early as 2 hours before event start time. Customer is responsible for being at event site and ensuring the 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 deemed unsafe, hazardous or unfit for equipment installation. San Diego Bouncers may arrive to pickup as early as contract end time or up to 2 hours later, on event date. 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. 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 specified times.

Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer agrees to personally inspect the rental items and read the operating and 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 safe use. 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 time of delivery to Customer and terminates upon actual pick up by San Diego Bouncers. Retention of possession, or any failure to permit the pick up of Rental Equipment 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, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment. Title to the rental items is and shall remain with San Diego Bouncers. Customer agrees to keep the Rental Equipment in his/her custody and control from the time of delivery to time of pick up by San Diego Bouncers. Customer shall not cause nor permit Rental Equipment to be sublet, rented, sold, or removed from the Event 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 liable for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear in an amount up to, but not exceeding, the replacement value of the damaged rental equipment. " 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. Damage which is not considered "ordinary wear and tear" includes, but is not limited to, cuts or tears, scratches, burns, damage due to overturning, breakage, contamination, or dirtying of rental equipment with liquids, food, paint, silly string, mud, 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 and contact San Diego Bouncers at 619-721-4433.

Non-Payment/Returned Check Policy: In the event that Customer fails to pay the entire event balance within 30 days of %enddate%, a late fee of \$50.00 will be assessed. 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 \$50.00 fee to San Diego Bouncers in cash immediately upon notice. Accounts that are delinquent over 60 days will be forwarded to a Collection agency. Customer is liable for any and all costs associated with collection of payment.

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 customer is not present at event site at time of delivery, the event will be considered cancelled and Customer will be liable for entire balance. 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 prior to delivery of Rental Equipment due to inclement weather entitles Customer to a full refund. 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 Rental 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 immediately discontinue use of the Equipment until it is safe to resume use.

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 or 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.

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.

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 that unless San Diego Bouncers has agreed to provide trained equipment operators, Customer is solely responsible for the correct and safe operation of the rental equipment at all times. Customer agrees to not allow the equipment to be operated by anyone who is not fully qualified and/or who has not received instruction from Customer on the safe operation and use of the equipment.

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.

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.

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.