

<b>ORDERED BY:</b>	<b>Customer:</b>	<b>Today's Date</b>	<b>RECIPIENT:</b>
<b>Delivery Phone</b>	<b>Home Phone</b>	<b>Other</b>	<b>ADDRESS</b>
<b>DELIVERY ADDRESS:</b>			<b>DATE: Day:</b>
<b>RENTAL DATE:</b>	<b>START :</b> Between 9am-11am	<b>END:</b> Between 7pm-8pm	<b>SURFACE:</b> <b>GENERATOR:</b>
<b>OCCASION :</b>			<b>TOTAL RENTAL AMT:</b> _____ <b>SALES TAX:</b> _____ <u>Included</u> _____
<b>ITEM(S) RENTED:</b> Wizard's Castle Moon Bounce Combination Inflatable			<b>TOTAL DUE:</b> _____ <b>LESS PAY REC'D</b> _____
<b>AMAZING FACE PAINTING, LLC REP</b> _____ <b>Date</b> _____			<b>BALANCE DUE:</b> \$ _____

**TERMS AND CONDITIONS**

**\*\*NOTE Driver pickup time is approximate. Driver may arrive as early as the "end" of the "Rental Period" or as late as two hours after "End" of "Rental Period". Customer is responsible for all the equipment until it is picked up by our driver.**

**1. 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 AMAZING FACE PAINTING, 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 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:** Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operation and installation as well as the return of the Rental Equipment in good working order. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Lessor from and against any and all liability, claims, judgements, attorneys fees, and costs, of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, whether or not such claimant is known or unknown to Customer, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Customer. These General Release, Indemnity and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers. Customer further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor and so long as lessor advises Customer, in writing, after Customer requests, with the name and address of the supplier of any specific item, Customer specifically agrees to waive and release, Indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE 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 EITHER 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** \_\_\_\_\_ **Amazing Face Painting, LLC** \_\_\_\_\_  
**Print Name** \_\_\_\_\_ **Drivers License #** \_\_\_\_\_ **Exp.** \_\_\_\_\_

**THIS IS YOUR RENTAL AGREEMENT. READ BOTH SIDES BEFORE SIGNING**

## ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the front side of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the front side of this agreement, the parties do further agree as follows:

- 3. Identity of parties:** For the purposes of this Rental Agreement and General Release, "Lessor" or "AMAZING FACE PAINTING, LLC" shall mean "AMAZING FACE PAINTING, LLC", its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" boxes on the front side 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 "AMAZING FACE PAINTING, LLC", as Lessor, that certain equipment described on the front side of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "RENTAL PERIOD" on the front side 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 Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes.
- 5. Delivery :**Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of the Agreement. Customer grants to Lessor the right to enter the property at the said street address (Delivery 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.
- 6. 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.
- 7. 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 Lessor. 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 Lessor the full replacement value for such Equipment as listed on the front side of the Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor 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, Lessor 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 Lessor 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 Lessor immediately.
- 8. 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 Lessor for any and all damage which is not "ordinary wear and tear". In an amount equal to the replacement value listed on the front 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, food, paint, silly string (see Paragraph 10), mud, clay, or other materials.
- 9. 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 equipment includes a Moon Bounce, or Bounce House, and the Moon House/Bounce House begins to deflate customer will immediately have the riders exit the Moon Bounce/Bounce House 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 or generator or power outlet 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 Moon Bounce/Bounce House unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the Moon Bounce/Bounce House prior to permitting anyone to use the unit; 4) If you cannot correct the problem, call Party Shakers!
- 10. Specific Rules and Instructions for the Bounce House Unit:** The following rules and warnings must be obeyed in the use of the Bounce House unit: A) All safety and operating instructions contained on the Bounce 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 Bounce, this causes irreparable damage to the Bounce, and Customer acknowledges that if the Bounce is damaged by "Silly String" or any product like "Silly String", then a \$1000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer; D) Please have bouncers remove items such as dangle earrings, anklets, bracelets, belts, SHOES, and any sharp or bulky items that may reside in pockets. E) No Horse Play in or around moon bounce at anytime. Do not play or climb on outside walls, netting side column or roof of moon bounce. There is a 160 pound maximum allowed on the moon bounce at any given time. F) WARNING - extra caution and supervision are required for children ages three (3) and under; G) WARNING - it is unsafe to stay in Bounce if winds exceed 15 miles per hour (MPH). Have all persons exit Bounce, then unplug the blower unit and let Bounce deflate; H) WARNING - Individuals with head, neck, back or other musculo-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; I) Do not move the Bounce from the location where set-up; J) If the Bounce Unit moves, pull corners back to their original locations and secure corners; For other questions regarding the safe installation of equipment, please call Amazing Face Painting, LLC immediately. K) Do not let Bounce Unit rub up against any surface. L) Absolutely no food or drinks inside the moon bounce.

"I have read and understand the terms outlined in paragraph 10". INITIAL HERE

- 11. Limited Warranty:** Lessor 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. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor 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. **Lessor shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.**
- 12. 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, county, 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.
- 13. 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.
- 14. 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 **both sides** and that they understand its content and that they execute it freely, intelligently and without duress of any kind.
- 15. 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.
- 16. Entire Agreement:** This Agreement constitutes the full agreement between Lessor and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force of effect. 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 is acknowledged by Customer.

Signature of Acknowledgment \_\_\_\_\_

Date \_\_\_\_\_