

[BOUNCE HOUSE CONTRACT.docx](#)

EVENT DATE_____

UNIT(S)_____

CUSTOMER INFORMATION/EVENT INFORMATION

NAME_____

NAME_____

ADDRESS_____

ADDRESS_____

PHONE_____

PHONE_____

It is the responsibility of the person or organization hiring this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable. Please ensure that the following safety instructions are followed:

- 1) Absolutely NO sand, silly string or face paint in or around the inflatable. There is a minimum cleaning fee of \$75.00 if sand, silly string or paint is found in the bounce house.
- 2) NO food, drink or chewing gum in or around the inflatable. This will avoid a choking risk and keep the inflatable clean. (if the inflatable is collected extremely dirty then the person hiring it will incur a cleaning fee of \$75.00)
- 3) Shoes, glasses, jewelry, badges and anything else that will harm the inflatable must be removed before using the inflatable to avoid injury to people using the equipment or harm the inflatable.
- 4) NO face paints, party poppers, colored streamer or silly string to be used either on or near the inflatable.(please note these products will cause damage to the inflatable that can not be repaired.
- 5) NO smoking on or around the inflatable. NO barbecues around the inflatable. NO fireworks around the inflatable.
- 6) NO climbing, hanging, or sitting on wall as it is dangerous and must not be allowed. Flips and somersaults are not permitted.
- 7) A RESPONSIBLE ADULT MUST SUPERVISE THE INFLATABLE AT ALL TIMES.
- 8) ALWAYS ensure the inflatable is not overcrowded, and limit the numbers according to the age and size of the children. Try to avoid large and small children from using it at the same time.
- 9) ENSURE children are not pushing, colliding, fighting, or behaving in a manner likely to injure or cause distress to others.
- 10) NO pets, toys, or sharp objects on the inflatable at any time.
- 11) DO NOT allow anyone to bounce on the front safety step as this is dangerous.

12) PLEASE ensure that children are clothed appropriately and that nothing can fall out of their pockets. * in the event the blower stops working and the inflatable begins to deflate, ensure that all children are out of the inflatable immediately. Check cord connection and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off then back on in 2 minutes, it should restart. If it does not please contact (518) 878-1469 or (518) 878-3651. In the event of rain or winds in excess of 20mph deflate immediately.

I AGREE to accept for use as is, the unit listed on this form and to accept full responsibility for the care of all equipment while it is in my possession. I agree to pay full retail value of any equipment rented under this agreement that I do not return. I agree to pay extra rental fees for any equipment returned late. I agree to return rental equipment by the agreed upon time and date in a clean condition to avoid any additional charge. There is a \$75.00 cleaning fee if the inflatable is found to be excessively dirty condition. I agree to follow the rules stated on this agreement.

DATE _____

NAME _____

NAME (sign) _____

START TIME _____

END TIME _____

LIABILITY DISCLAIMER

- 1) This rental equipment has been received in good condition and will be returned in the same condition.(ordinary wear and tear excepted)
- 2) Customer assumes all responsibility for injuries to people or damages to property, and agrees to release and hold Big Mommas Bounce Houses, its agents, servants, and employees harmless of any and all claims whatsoever nature arising out of use of the rental equipment while in his/her possession. In the event that the release and hold harmless, as contained herein, is held unenforceable for any reason, customer hereby agrees to a limit on any damages claimed by customer to the total paid to Big Mommas Bounce Houses, for the rental.
- 3) Customer agrees to the right for Big Mommas Bounce Houses to enter premises of customer at anytime to repossess said equipment.
- 4) Customer agrees to reimburse Big Mommas Bounce Houses for all attorney fees, and amount not less than 50% of all sums due, court costs and expenses incurred by Big Mommas Bounce Houses to enforce collection or to preserve or enforce rights under this contract.
- 5) Customer agrees not to loan, Sublet or otherwise depose of equipment or use it at any other location.
- 6) Customer agrees to pay in full the replacement costs, including labor, for all damages to rental equipment.

- 7) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay \$2,500.00-\$6,500.00 (two thousand five hundred dollars – six thousand five hundred dollars) the cost to replace said equipment to Big Mommas Bounce Houses.
- 8) Customer agrees to ensure that all users and users parents/guardians of the rental equipment sign liability waivers.
- 9) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED.

The person(s) or organization renting this equipment from Big Mommas Bounce Houses will be held responsible and Liable for any and all damages or injury occurring for any reason whatsoever. I have read the above waiver and fully understand and accept the conditions as stated above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur. Customer acknowledges and agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.

HOLD HARMLESS PROVISION-LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS,ACTIONS, SUITS,PROCEEDING COSTS, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEYS FEES ARISINGBY REASON OF INJURY, DAMAGE OR DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF EQUIPMENT INCLUDING BUT NOT LIMITED TO THE MANUFACTURE, SELECTION, DELIVERY,POSSESSION, USE, OPERATION,OR RETURN OF EQUIPMENT INCLUDING BUT NOT LIMITED TO THE EQUIPMENT.LESSEE HEREBY RELEASES AND HOLDS HARMLESS LESSOR FROM INJURIES OR DAMAGES INCURRED AS A RESULT OF THE USE OF SAID EQUIPMENT UNLESSLESSOR IS OPERATING THE EQUIPMENT AND IS DEEMED BY THE COURTOF LAW TO BE NEGLIGENT IN ITS ACTIONS. LESSORCANNOT UNDER ANY CIRCUMSTANCE BE HELD LIABLE FOR INJURIES AS A RESULT OF GOD NATURE,OR OTHER CONDITIONS BEYONDITS CONTROL OR KNOWLEDGE. THIS RELEASE IS INTENDED TO DISCHARGE LESSOR FROM ALL LIABILITY FOR ANY INJURY TO ANY AND ALL PERSONS AND ALL PROPERTY CONNECTED WITH THE LESSEE OF THE PROPERTY SPECIFIED HEREIN. THIS INCLUDES BUT IS NOT LIMITED TO PROPERTY DAMAGELOSS OF USE OF PROPERTY,PHYSICAL INJURY, DEATH, ENJOYMENT OF LIFE, LOSS OF PROFITS,INJURY TO GOODWILL, INJURY TO REPUTATIONAND ALL OTHER FORMS OF CONSEQUENTIALINJKURY AND DAMAGE, REGARDLESS OF HOW SUCH INJURYOR DAMAGE IS CALLED OR CHARACTERIZED. LESSEE WAIVES ALL RIGHTS TO SUE BIG MOMMAS BOUNCE HOUSES, CHRISTINE DIJOHN, ITS EMPLOYEES, OR AGENTS FOR ANY INJURY A CHILD OR ADULT MAY SUFFER DUE TO NEGLIGENCE OR ANY OTHER CAUSE. LESSEE SHOULD BE IN FULL CHARGE OF THE SAFE USE AND OPERATIONOF THE PROPERTY LEASED HEREIN AND PROMISE AND AGREE TO INDEMNIFY AND HOLD LESSOR INCLUDING ITS AGENTS,SERVANTS,EMPLOYEES, AND OFFICERS, DIRECTORS AND SHAREHOLDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSE, AND LIABILITIES ARISING, OR OPERATION OF THE PROPERTY LEASED HEREIN. DUTY TO MITIGATE IN THE EVENT OF INJURY, DAMAGE,OR LOSS DUE TO LESSORS NEGLIGENCE, LESSEE AGREES AND ASSUMES THE DUTY TO MITIGATE ALL COSTS RESULTING FROM SAID INJURY DAMAGE,OR LOSS DUE TO LESSORS NEGLIGENCE. DISCLAIMER OF WARRENTIES-LESSOR MAKES NO WARRENTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE FROM LESSOR. BY SIGNING THIS CONTRACT. LESSEE AGREES THAT ANY WARRENTYOF MERCHANTABILITYOR FITNESSOF A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIGNINGTHIS CONTRACT. LESSEE AGREES THAT NO EXPRESS WARRENTY AS TO THE CONDITION OR PERFORMANCEOF ANY EQUIPMENT AND/OR PROPERTY LEASES BY LESSEE IS HEREBY DISCLAIMED. MERGE CLAUSE-THIS SIGNED AMMENDMENT, WHETHER FROM PREVIOUS OR SUBSEQUENT

NEGOTIATIONS BETWEEN THE LESSEE AND THE LESSOR, SHALL BE VALID OR ENFORCEABLE UNLESS IN WRITING AND SIGNED BY ALL PARTIES TO THIS CONTRACT. THE INVALIDITY OF ANY PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT EFFECT THE OTHER PROVISIONS HEREOF.

SIGN _____