



BOUNCING BONANZA INFLATABLES AND HOUSES

This contract is made and entered into this _____ day of _____
20 _____ by and between the undersigned Lessee,
and Bouncing Bonanza House's & Inflatables, hereafter known as the Lessor and is mutually
agreed that the contract shall be subject to the information in this
contract.

PARTIES: The Lessee hereby engages Lessor who agrees to furnish the items described upon
the terms and conditions set forth herein.

DEPOSIT: A deposit of \$50 for orders under \$400 or \$100 for orders over \$400 shall be
delivered to and in the name of Bouncing Bonanza House's & Inflatables, upon signing of this
contract. The items mentioned in this contract are not reserved for the Lessee until this deposit is
received. This deposit is nonrefundable under any circumstance. *However if your event has to
be postponed/canceled due to inclement weather or emergency circumstances only, your deposit
will stay valid up to one year of your scheduled event date and a 75% restocking fee will be
applied to balances paid in full.

BALANCE: The remaining balance of \$ _____ is due prior or upon arrival of
the event. **TIMING AND FEES:** The reserved rentals shall be delivered no later than 30
minutes before the requested start time unless both parties agree upon other arrangements.

The equipment should be empty of riders at the requested end time. An additional hour will be
charged if the pickup agent must wait for the equipment to be vacated.

Inflatable Bounces: \$ _____ for _____ hours; additional hours at
\$50 per hour. Gas fee: A gas fee of \$15-and up applies to locations that are more than 20 miles
from Winston-Salem, NC. Concessions: Popcorn/Snow cone/Cotton Candy machine \$50
includes all supplies and servings per 50 people. Supplies additional fees of \$20 per additional 50
servings and supplies. Yard/Set up Area inspection fee \$25. *No refund on orders if additional
concession supplies are ordered*Tables: \$5 each Chairs: \$1 each Generator Fee \$50.

**(GENERATORS ARE REQUIRED FOR ALL EVENTS HELD AT CITY/COUNTY
PARKS)**¹. Attendants\$20/hr. If lessee is more than 30 minutes late for a set up there will be a
\$25 late fee assessed. Please provide exact change the day of your event. *If for any reason a
refund is granted it will be processed within 30 business days in the form of a money order.

SETUP AND OPERATION: Lessee should ensure access to proper setup and working
electrical outlets at least 25-75 feet from setup. If attendants arrives and have to leave due
to insufficient set up equipment there will be an additional charge of \$25 plus any
additional charges for generator any other equipment that may be needed. If there is a
gate/code please provide lessor with this information prior to the day of the event.
The Lessee should have at least 1 person of average strength per inflatable available to assist

¹ Revised June 24, 2018

with setup at the time of delivery, if needed. This person should be the person who will be responsible for operation of the ride. Lessee is responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at the time of setup. If at any time safety is not being enforced Lessor has the right to end party with no refunds. **AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!**

SPECIAL PROVISIONS: The Lessor reserves the right not to perform outdoor engagements when, in the Lessor's judgment, weather conditions would be detrimental to the Lessor's equipment. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

*Lessee must contact Lessor two hours prior to delivering the equipment if the weather is questionable. If weather conditions are not suitable event can be postponed based upon availability (event must be rescheduled within one year of the scheduled event date). Once the equipment arrives at the event, the remaining balance is not refundable and there will be *no refund* as well as ,if equipment is set up and has to be taken down due to inclement weather.

Lessee also has the option to reschedule to another date within the same city that event is previously scheduled. Lessee must reschedule within a year from the date of event.

Rescheduled events must be the same rental or equal or greater value unless other arrangements are agreed upon between both parties. Once the equipment arrives and has been set up, you cannot postpone because of inclement weather and/or any other cancelation reason.

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Bouncing Bonanza Inflatables and House's Rentals equipment, if damage is incurred while the equipment is in the possession of the Lessee. Damage fees vary but are estimated below:

Bounces: \$50-\$100 for cleaning fees,\$200-\$1000 for repairs,\$4000 if the unit is not repairable. Silly String \$60 Concessions cleaning fees \$65-\$100, if not repairable \$275-\$300.

No food, drinks, animals, shoes, *silly string* or sharp objects are allowed in the rentals at any time. We ask that all kids wear socks. The operator is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit. If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal.

The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using, operating or renting the equipment, Bouncing Bonanza Inflatables and House's , it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries and/or resulting damages and, further, shall indemnify Bouncing Bonanza Inflatable's and House's in the event they are held liable for any injuries and/or resulting damage.

This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriated parties.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact The Lessor at (336) 770-5785 or (336) 971-4647 immediately in order to expedite the problem. If Lessee fails to contact us, the Lessor is not responsible for any refunds.

Lessee Signature

Date of Event:

Phone Number:

Email:

Lessee:

Address of Event:

Setup Time: End Time:

Reservation Details:

Do you need attendants:

yes _____ or

no _____

Bouncing Bonanza Inflatables & House's Release and Waiver of Liability

Please read carefully! This is a legal document which affects your legal rights!

This Release and Waiver of Liability (The "Release") executed on this _____ day of _

20 _____ by _____ (The "Renter") in favor of Bouncing
Bonanza Inflatables & House's, its affiliates members, managers and employees (collectively "Bouncing
Bonanza Inflatables").

The Renter desires to rent from Bouncing Bonanza Inflatables & House's certain inflatable equipment to be used by Renter, his/her guests, invites or other persons while in Renters possession. Renter understands that use of this inflatable equipment in an inherently dangerous activity which may, by its nature, cause injury or harm to Renter, his/her guests, invites, or other persons.

The Renter does hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Waiver and Release: Renter understands and acknowledges that this Release discharges Bouncing Bonanza Inflatables & House's, from any liability or claim that the Renter may have against Bouncing Bonanza Inflatables & House's with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renters use and possession of Bouncing Bonanza Inflatables & House's .:Renter does hereby release and forever discharge and hold harmless Bouncing Bonanza Inflatables & House's and its successors and assigns from any an all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renters possession and use of Bouncing Bonanza Inflatables and House's equipment.

• **2. Assumption of the Risk:** Renter understands and acknowledges that this Release discharge Bouncing Bonanza Inflatables & House's from injury, illness, death, or property damage resulting from the possession and use of Bouncing Bonanza Inflatables & House's equipment.:Renter recognizes and understands that use of Bouncing Bonanza Inflatables & House's equipment may involve inherently dangerous activities.

• **3. Insurance:** Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter.

- 4. **Indemnification**: Renter agrees that he/she will indemnify and hold Bouncing Bonanza Inflatables & House's harmless from any liability resulting from the use of Bouncing Bonanza Inflatables & House's equipment by Renter, his / hers assigns, heirs, guests, invites or other persons using the equipment while in Renter's possession.

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- **5. Other** : Renter expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Renter agrees that in the event that any clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In witness whereof, Renter has executed this Release as of the day and year first above written.

Renter's signature

Date