

Rental Agreement

Safety Requirements

Bouncers, Slides, Obstacle Courses, interactive and other inflatable and non-inflatable rides

- **ALL:** Children must be supervised at all times
- **ALL:** Inflatable Bouncers must be anchored at each of the four corners by either sand bags or spikes
- **ALL:** Keep children away from electric fans
- **ALL:** The unit must be deflated in weather conditions that may produce high winds, rain, lightning, or low temperatures
- **ALL:** No flips or rough play allowed
- **ALL:** Please keep age groups compatible to avoid injuries
- **SLIDES:** Limit of (1-2) participants at the top of the slide at any time
- **SLIDES & OBSTACLE COURSES:** Limit of (1-2) participants on the stairs at any time and no more than (4) participants on the unit at any time
- **SUMO SUITS:** This is a two person game and needs to be played on the included mat. Adult supervision is required at all times during use of this game.
- **INTERACTIVES:** Limit 2 at a time on unit
- **Popcorn, Cotton Candy, Snow Cone, Coffee, Tea, and Chafing Machines and dishes:** Must be attended at all times. Operators of these items are at least 18years of age. It is understood these machines and dishes conduct heat and/or have sharp objects.

Equipment

Location of equipment, while the equipment is in Lessee's possessions, Lessee agrees that the equipment shall remain at the same location indicated as the event location that Dawn to Dusk Inflatables LLC sets up equipment during delivery to Lessee. Lessee agrees that, in the event the equipment is damaged, lost or stolen while in the possessions of Lessee, Lessee will pay Dawn to Dusk Inflatables LLC the cost of repairing or replacing the equipment as well as any other losses incurred. The minimum cost per inflatable item is \$2,000.00 up to items costing \$15,000.00. Do not water your lawn 24 hours prior to delivery. Do not allow any Food, Drinks, Candy, Silly String, shoes, sharp objects, or pets in or near the Equipment, these items will cause severe damage to vinyl surfaces. Do not use water hoses on or in the inflatable units, this will damage seams. Lessee agrees to keep the fun equipment in the same condition as when received.

Deposit

A \$50.00 deposit (depending on the item rented) will be collected when Lessee schedules a rental. This can be paid by cash, check, or credit card (Visa or Master Card). There are limitations to refunds. A lessee will generally not receive a refund unless Lessee cancels the rental agreement 48 hours before the scheduled date or there is inclement weather before it is delivered on the scheduled date and time (See also Inclement Weather Policy). Dawn to Dusk Inflatables LLC will reschedule the rental with the Lessee at no extra cost and we recommend this. Also note, depending on destination of product, Dawn to Dusk Inflatables LLC has the right to charge a delivery fee.

Inclement Weather Policy

Once delivery has been made, regardless of inclement weather, full payment will be expected.

If inclement weather (rain, heavy winds, lightning, or low temperatures) occur on the date of your event and you cancel our services prior to delivery your deposit will be refunded.

The maximum winds that this unit will allow is up to and not over stated above mph per stated written instructions listed on the unit itself.

Acknowledgment and Assumption of Risk and Release of Liability Agreement

1. Acknowledgement of Risks

I acknowledge that some, but not all, of the risks of playing on or in inflatable devices include:

- Rough play, collision with other participants
- Failure to follow safety guidelines
- Climbing or Jumping from sliding surfaces
- Improper contact with electrical fans
- Electrical failure resulting in deflation of the unit
- Improper installation of inflatable devices
- Inclement Weather, Lightning, high wind conditions, rain, or low temperatures

2. Homeowners', Tenant, or other liability insurance

I acknowledge that I have adequate homeowners' insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests, or my invitees from the use of the unit I am renting or else I agree to bear the costs of such injury or damage myself.

3. Express Assumption of Risk and Responsibility

I understand and acknowledge that I am responsible for the supervision of the inflatable devices for which I am renting and that the operation of such devices, bear certain known risks and un-anticipated risk which could result in injury. I assume full responsibility for the children for whom I am responsible for any bodily injury or accident and loss of personal property and expenses thereof as a result of any accident which may occur.

4. Release

In consideration of the services and / or property provided, I, for myself and any children whom I am responsible for, do hereby release Dawn to Dusk Inflatables LLC, its principals, directors, officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorneys' fees and costs should I bring legal action against you and lose.

5. Entire Agreement

I understand that this is the entire agreement between myself and Dawn to Dusk Inflatables LLC its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee of Dawn to Dusk Inflatables LLC or me.

Checklist to review with Customer after set-up:

1. I have been shown how inflatable is secured.
2. Location of equipment, while the equipment is in Lessee's possessions, Lessee agrees that the equipment shall remain at the same location indicated as the event location that Dawn to Dusk Inflatables LLC sets up equipment during delivery to Lessee. This includes the following:
 - a. Do not move the inflatable once set-up is complete
 - b. Do not hammer on stakes (unless you find one that is loose). A long stake hammered all the way into the ground (by a customer) might not come back out, leaving the customer due for the cost of the stakes and shipping.
3. I have been shown how to turn on/off blower.
4. In the event of high winds or storms, I have been instructed to get all participants off the unit and unplug the motor and extension cord from the power outlet. The maximum winds that this unit will allow is up to and not over stated above mph per stated written instructions listed on the unit itself.
5. I have been instructed to not allow any horseplay, flips, wrestling or any other unsafe activities both in and around inflatable.
6. I have been advised of the following...
 - a. No shoes or sharp objects in or around the inflatable unit(s);
 - b. No food, drinks, gum, or silly string in or around the inflatable unit(s);
 - c. No eyeglasses or jewelry in or around the inflatable unit(s);
 - d. No pets in or around the inflatable unit(s).
7. The SILLY STRING POLICY: Silly String is like super glue when applied to inflatables. It almost does not come off. Our Silly String policy is simple. If we have to clean Silly String off of the inflatable there will be a \$45.00 charge. Silly String cleaning is actually a medium repair expense to an inflatable.
8. I understand that adult (18 years old & up) operators must be provided to watch the games at all times.

9. _____ I have been advised that children of the same size or age group only may use the unit(s) at any given time.
10. _____ I agree to remove any person from the inflatable who is violating posted rules of operation.
11. _____ I have received both written and verbal instruction on the safe operation of inflatable and agree to follow all safety rules.

OUR FIRST CONCERN IS THE SAFETY OF YOUR KIDS, AND THEN WE WILL HAVE A GREAT TIME.

TERMS AND CONDITIONS

1. BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS RENTAL CONTRACT. CUSTOMER ACKNOWLEDGES THAT S/HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE CONTRACT.
2. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, MAINTENANCE, AND RETURN TO DAWN TO DUSK INFLATABLES LLC. CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR.
3. DAWN TO DUSK INFLATABLES LLC MAKES NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES, EXPRESSED OR IMPLIED.
4. THIS RENTAL CONTRACT FORMS THE SOLE AGREEMENT BETWEEN THE CUSTOMER AND DAWN TO DUSK INFLATABLES LLC. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD DAWN TO DUSK INFLATABLES LLC HARMLESS FOR ANY CLAIMS FROM CUSTOMERS USE OR MISUSE, INCLUDING ANY THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CUSTOMER'S NEGLIGENCE OR OPERATION INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS.
5. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS (SAFETY INSTRUCTIONS).
6. RETAKING OF EQUIPMENT: IF CUSTOMER FAILS TO RETURN ALL RETURNED ITEMS UPON AGREED TIME, CUSTOMER AGREES TO PAY FOR ALL ADDITIONAL CHARGES. IF CUSTOMER REFUSES TO RETURN RENTED ITEMS, THE CUSTOMER AGREES THAT DAWN TO DUSK INFLATABLES LLC AND ITS AGENTS MAY TAKE ALL REASONABLE ACTIONS NECESSARY TO RECOVER RENTED ITEMS WITHOUT PRIOR NOTICE OR LEGAL PROCESS.
7. CUSTOMER ACKNOWLEDGES THE POSSIBILITY OF INJURY AND WILL PROVIDE ADULT SUPERVISION AT ALL TIMES ACCORDING TO THE RULES GIVEN TO RENTAL PARTY PRIOR TO EVENT, WRITTEN INSTRUCTION, OR VERBAL.
8. ATTORNEY FEES: CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY DAWN TO DUSK INFLATABLES LLC IN ENFORCING THESE TERMS AND CONDITIONS.

TERMS OF BALANCE DUE DATE AND LATE FEE: THE CUSTOMER AGREES THAT HE/SHE WILL PAY TO DAWN TO DUSK INFLATABLES AND ENTERTAINMENT LLC THE BALANCE DUE AS STATED IN THIS AGREEMENT CONTRACT. SHOULD THE CUSTOMER FAIL TO DO SO, HE/SHE AGREES TO PAY ALL ATTORNEY FEES, A \$15.00 PER DAY LATE FEE, 18% PER YEAR INTEREST ON THE TOTAL BALANCE DUE, AS WELL AS ALL OTHER COSTS AND EXPENSES NECESSARILY INCURRED FOR THE RECOVERY OF THAT AMOUNT.

SIGNED _____ DATE _____

Driver Set-Up Check List (To be completed and signed each setup)

- _____ Structure for holes, tears, rips, and seam separation.
- _____ Blower making sure the plug has all three prongs, no tears or separations on chord, and making sure it is securely connected to the unit.
- _____ Electric again making sure that the plug on the blower chord and or extension chord is not reduced by an adaptor to a two prong plug at any time.
- _____ Double checking the tie downs that they are securely holding the unit in place.
- _____ Mats are secured to the ground.
- _____ Double checking that the unit is clean and in good working condition.
- _____ Reviewed and trained in full all equipment with the customer.
- _____ Equipment was in good working condition when we left.

Signature of representative installing

Date

DJ Services Terms

The purchaser of the service, hereinafter referred to as the "Employer," desires to employ Dawn to Dusk Inflatables and Entertainment LLC and coordinate sound activities for one engagement.

To accomplish the aforesaid purposes and in mutual consideration of the obligations entered into under this contract, it is hereby agreed by and between the said Employer and Dawn to Dusk Inflatables and Entertainment LLC as follows:

1. Dawn to Dusk Inflatables and Entertainment LLC agrees to provide the Employer for compensation certain entertainment service which may include sound and light shows, background music and a master of ceremonies to coordinate these entertainment and social activities.
2. The Employer, in consideration for these services agrees to pay to Dawn to Dusk Inflatables and Entertainment LLC a deposit of \$75.00 and the balance in full one week prior to the date of the said event. Fees for extended services (over time) outside the hours hereunto fore agreed upon in this contract, requested by the Employer, shall be due in full and paid in cash only "prior to" the start of the extended time of services to be provided.
3. Dawn to Dusk Inflatables and Entertainment LLC agrees that either its owners or employees are authorized by the terms of this agreement to collect any additional fees owed to Dawn to Dusk Inflatables and Entertainment LLC to execute the terms of this agreement.
4. The employer agrees that as a condition precedent to the performance of the terms of this agreement with Dawn to Dusk Inflatables and Entertainment LLC, he/she will have prior to the time of engagement, secured the facilities for the engagement as well as any and all stamps, licenses, authorizations and permits that are necessary and proper to allow Dawn to Dusk Inflatables and Entertainment to execute the terms of this agreement.
5. Liability of Dawn to Dusk Inflatables and Entertainment LLC shall not exceed the total cost of DJ Services. Dawn to Dusk Inflatables and Entertainment also holds the Employer responsible for organizing, arranging, and engaging a safe location and environment for the Employers event. Employer shall follow all laws and rules of proper sound and noise. Employer will also follow all alcohol laws and will not contribute to minors. Failure to do so can and will result in all Dawn to Dusk Inflatables and Entertainment LLC equipment and staff to leave immediately with no refund.
6. Shall Employer breach the terms of this agreement in any way, the Employer agrees that Dawn to Dusk Inflatables and Entertainment LLC will retain the \$75.00 deposit.
7. Terms of balance due date and late fee: The employer agrees that he will pay to Dawn to Dusk Inflatables and Entertainment LLC the balance due as stated in this agreement contract. Should the employer fail to do so, he/she agrees to pay all attorney fees a \$15.00 per day late fee, 18% per year interest on the total balance due, as well as all other costs and expenses necessarily incurred for the recovery of that amount.
8. CANCELLATION: This agreement cannot be cancelled or modified by the Client/Customer (Employer) except in writing. If cancellation is initiated by the client less than 60 days prior to the event date, the Client/Customer (Employer) will be responsible for 50% of the total fee. For cancellation less than 30 days prior to the event, Client/Customer (Employer) is responsible for paying 100% of the said fee unless Client/Customer (Employer) reschedules a new date. The rescheduled date must be within 30 days of the prior date. Rescheduled dates are subject to availability and will require a new \$75.00 deposit.
9. In the event of poor weather conditions, DJ reserves the right to cancel outdoor events at any time to protect equipment from possible damage and will be compensated in full by Employer. In the event of hazardous travel conditions, Dawn to Dusk Inflatables and Entertainment LLC reserves the right to cancel or reschedule an event. If Dawn to Dusk Inflatables and Entertainment LLC cancels due to hazardous travel conditions and a new date is not agreed upon Dawn to Dusk Inflatables and Entertainment LLC agrees to refund all paid except the non-refundable deposit.

SIGNED: _____ DATE: _____

PRINTED NAME _____ PHONE: _____