

# **INFLATABLE GAMES RENTAL AGREEMENT CONTRACT FAX TO 214.378.5990**

Person or organization renting equipment

Equipment piece(s) needed

Contact person name

Contact person phone

Address, city zip

Date    Start Time    End Time

Location (address and specific location. Each item needs to be within 100 feet of a single breaker circuit with a GFI plug).

Special needs?

RENTOR shall be responsible for providing two staff to operate each of the Inflatable Games and to have such staff trained and aware of the “TERMS AND CONDITIONS”.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES** - RENTOR shall be responsible for all damages to Inflatable Games, other property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the RENTOR's use of the Inflatable Games under this Rental Agreement, or from any act, omission, or neglect of RENTOR, its contractors, or employees.

RENTOR shall save, defend, indemnify, and hold harmless Pure Productions and Inflataparty, and their officers, agents, employees, and board members from all claims, suits and actions of any nature resulting from or arising out of the operation or use of the inflatable games or of the activities or omissions of RENTOR or its contractors, officers, agents, or employees acting under this Rental Agreement.

I hereby have read and fully understand the binding terms of the above agreement.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pure Productions/Inflataparty Staff Signature

\_\_\_\_\_  
Date

# TERMS AND CONDITIONS OF INFLATABLE GAMES RENTAL

1. TERM - The term of the Inflatable Games Rental, and the dates RENTOR is entitled to use said Inflatable Games is detailed on page 1 of this Contract. It is understood that the times detailed include the hours necessary for the purpose of delivery, preparing the Inflatable Games and equipment for use, the event itself, and packing and removal of the equipment.

## 2. RENT AND PAYMENT:

a. RENTOR agrees to pay a non-refundable deposit in the amount indicated prior to accepting possession of the Inflatable Games. This amount is to be 50% of the rental cost and will be subtracted from the total amount of the rental. This amount must be received before date is guaranteed.

b. RENTOR agrees to pay all net amounts due under this Inflatable Games Rental in cash or by certified check or by bank cashier's check prior to use of the Inflatable Games the day of or before the event. Services will not be provided if the entire amount is not paid prior to the event.

c. COST OF ADDITIONAL ITEMS AND SERVICES - The agreed upon rental rate is based on information provided to Pure Productions and Inflataparty by the RENTOR. Requests by the RENTOR for additional items and/or services are not included in the rate.

3. RETURN OF INFLATABLE GAMES - In the event that RENTOR fails to return all parts and pieces of the Inflatable Games in accordance with the Inflatable Games Rental, Pure Productions and Inflataparty is authorized to charge the RENTOR the full private party rate amount, per day, for the Inflatable Games until such time as all equipment is returned to Pure Productions and Inflataparty.

4. DEFAACEMENT OF INFLATABLE GAMES - The RENTOR shall not injure or in any manner deface the Inflatable Games and shall not cause or allow the Inflatable Games to be injured or defaced. The RENTOR hereby assumes full responsibility for the character, acts, and conduct of all persons operating and using the Inflatable Games.

5. LAW OBSERVANCE - All agents and employees connected with RENTOR'S use of the Inflatable Games shall abide by, conform to, and comply with all laws of the United States and the State of Texas, all ordinances of the City in which the Inflatable Games are being used.

6. ASSIGNMENT - RENTOR shall not assign this Inflatable Games Rental or sublet or suffer any use of said Inflatable Games other than herein specified.

7. RELATIONSHIP OF PARTIES - Nothing in this Inflatable Games Rental shall be deemed to make Pure Productions and Inflataparty and RENTOR partners or joint

venturers or to create a relationship of principal and agent between them. RENTOR is not to be considered an agent or employee of Pure Productions and Inflataparty for any purpose, and neither RENTOR nor any of RENTOR's agents or employees are entitled to any of the benefits that Pure Productions and Inflataparty provides for its employees. RENTOR will be solely and entirely responsible for its acts and for the acts of its agents and employees during the performance of the Inflatable Games Rental.

8. MERGER - This Inflatable Games Rental constitutes the entire agreement between the parties related to the subject matter hereof. There are no understandings or representations, oral or written, not specified herein regarding this Inflatable Games Rental. No amendment, consent, or waiver of terms of this Inflatable Games Rental shall bind either party unless in writing and signed by all parties. Any such consent or waiver shall be effective only in the specific instance and for the specific purpose given. RENTOR by the signature below of its authorized representative, acknowledges having read and understood the Inflatable Games Rental and the RENTOR agrees to be bound by its terms and conditions.

#### 9. CANCELLATION POLICIES.

##### a. Inclement Weather

If an inflataparty is cancelled due to inclement weather, you will issued a credit for the amount of the deposit for the cancelled day. That credit may be used for a future inflataparty, but reservations must be made. All credits must be used with in six months of the cancelled event dates. No cash refunds will be issued due to weather cancellations.

##### b. General Cancellations

If you cancel prior to the inflataparty event, you must give a 72-hour written notice to receive a refund. If you cancel your inflataparty less than 72 hours advance notice, your deposit will be forfeited and no refund, exchange or credits will be issued.

10. EGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Advertising & Event Solutions equipment, if damage is incurred while the equipment is in the possession of the Lessee. Damage fees vary but are estimated below:

\$50-\$100 for cleaning fees  
\$200-\$500 for repairs  
\$4500 if the unit is not repairable

No food, drinks, animals, shoes, or sharp objects are allowed in the rentals at any time. 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, Advertising & Event Solutions, 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 Advertising & Event Solutions 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 **469-644-6556** immediately in order to expedite the problem. If Lessee fails to contact us, the Lessor is not responsible for any refunds.

#### 11. FOR YOUR SAFETY AND LONG LIFE OF OUR EQUIPMENT

- \* A responsible adult must be in attendance whenever the inflatable is in use.
- \* The inflatables must never be left unattended.
- \* Each inflatable must have a dedicated GFI outlet (often the power drain could cause breakers to be blown).
- \* We will provide 100 feet of extension chord per inflatable, so each piece must be within 100 feet of a GFI outlet.
- \* Climbing on the sides and back or inside of the inflatables is not permitted.
- \* Try to ensure that children of equal size use the inflatable at the same time, otherwise it will have an uncontrollable catapulting effect.
- \* Make sure the inflatable is not too crowded.
- \* Please make sure the inflatable is clear of bodies whilst inflating or deflating.
- \* Do not allow food or drink to be consumed on the inflatable, especially chewing gum and lolly pops.
- \* It is recommended that spectacles are removed before entering the inflatable.
- \* Ensure all shoes are removed before entering the inflatable. Please also remove any belts or anything capable of tearing the equipment.
- \* Never allow smoking on or near the inflatable.
- \* Do not allow water on the inflatable. Our equipment has to be clean and fully dried before storage.

I hereby have read and fully understand the binding terms of the above agreement.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pure Productions/Inflataparty Staff Signature

\_\_\_\_\_  
Date

# **Inflata Party List**

Unless noted differently in the contract, the following will be brought and must be returned to inflataparty to fulfill the contractual agreement.

1. Joust- Inflatable arena, 2 Jousting Sticks, 2 Metal Frames, 2 Padded mount stands, 2 Metal Poles, Blower, 2 Helmets, 1 Power Chord.
2. Bungee Run- 2 Cords, 2 Harnesses, 2 Velcro Pads, 2 plastic basketball goals, 2 mini basketballs, 2 Metal Mounting Brackets, Blower, 2 Carabineers, 1 Power Chord.
3. Sumo Suit- 2 Sumo Suits (outer cosmetic non inflatable), Sumo Arena (Doesn't Inflate), 2 Inner Parts each with twist stop plug (inflatable), 1 small Air Pump, 1 Power Cord.
4. Velcro Wall- Inflatable Wall, 3 Velcro Suits, Blower, 1 Cord, Suit Sizes (Purple XL) (Red Large) (Yellow Small).
5. Big Boxing – Inflatable boxing ring, two red boxing gloves, 2 blue boxing gloves, Blower, 1 Power Chord
6. Obstacle Courses – 2 inflatable courses, 2 blowers, 2 power chords
7. Giant Slide – 1 Slide, 2 blowers, 2 power chords
8. Climbing Wall – 1 wall, 2 climbing ropes, 2 climbing harnesses, 1 blower, 1 power chord
9. General Regular Bounce Houses – 1 house, 1 blower, 1 power chord
10. Three Way Mini Waterslide - 1 slide, 1 blower, 1 chord (must be dry before rolling and must be returned dry)