

Shoals Splash-N-Bounce LLC Rental & Lease Agreement

West Washington Dr. Muscle Shoals, AL

TERMS OF RENTAL AGREEMENT/EQUIPMENT RULES

RENTAL FEE

The rental fee as stated on the website is payable in advance from the time of booking to day of set-up. All prices are for time out on rental whether used or not. We do not give discounts or refunds due to weather and/or if not used while the units are in your possession.

Rentals require deposit payment in advance of **\$50.00** to reserve the date. Deposit is deducted from total balance due. Payments can be made by Cash, Venmo, PayPal, or CashApp -NO PERSONAL CHECKS.

DELIVERY

The street address specified by Lessee (Customer). Lessee grants Lessor the right to enter the property at the street address (Delivery Address) given for the delivery and subsequent pick up of the inflatable/ concession unit at the specified time.

TRANSPORTATION EXPENSE

Except as provided herein, all charges in delivering and subsequent pickup of the inflatable/concession unit with respect to the Delivery Address is included in the rental fee noted above. If the inflatable/ concession equipment is not returned at the designated time by Lessee to Lessor, then a \$20.00 Transportation Fee shall be automatically imposed. (For last minute additional day of rental at pickup time, if scheduling is available) ** Regular prices still apply for daily rentals**

*****CUSTOMERS ARE RESPONSIBLE FOR ANY LICENSING OR PERMITS REQUIRED FOR EVENT*****

CANCELLATION POLICY:

Deposits are NON-REFUNDABLE. Except for inclement weather or COVID related illnesses ONLY without delivering units. Early cancellations due to weather or COVID related illness may be accepted before units are delivered and rescheduled for a different date if desired, (when available).

RULES FOR INFLATABLES/EQUIPMENT:

SAFETY IS VERY IMPORTANT TO US! Read and follow all posted /provided safety rules as you are responsible for safe operation and will not hold Shoals Splash-N-Bounce LLC. responsible.

CHILDREN MUST BE SUPERVISED AT ALL TIMES SPECIFIC RULES TO FOLLOW:

The inflatable unit should not be operated if the winds exceed 15 mph or in rain or lightning conditions.

See safety Spec Sign on each unit** Strictly enforced.

- NO SHOES- Do not wear shoes while in or on inflatable.
- NO SHARP OBJECTS- Make sure no sharp objects are in or on clothing.
- NO EYEGLASSES- Do not wear eyeglasses in or on inflatable.

All persons MUST remove shoes, glasses, jewelry, anything that may harm the inflatable or other users in the inflatable.

- NO flips, somersaults, or horseplay. The operator must strictly enforce the rules posted on the warning sign and on this contract.
- NO food, drink, silly string, or gum inside or near (within 10 feet) of inflatable. If this occurs, there will be a \$100 cleaning fee to remove residue from the inflatable.
- Please do not tape or fasten anything to the inflatable. DO NOT MOVE the inflatable unit from the space where it was installed. If the inflatable unit moves, pull the corner back to its original location of the installation.
- Equipment and supplies should be checked BEFORE and AFTER use for shortage or damage. Please notify Shoals Splash-N-Bounce immediately for repair or replacement. No claims can be honored after the event. **Charges will be imposed to repair or replace items due to abuse, loss, misuse, overload, negligence, or dirty equipment.

****SHOULD THE BOUNCE HOUSE BEGIN TO DEFLATE OR ANY OTHER EMERGENCIES**, here are a few examples of emergencies and how they can be handled. This is strictly a guide. Please use common sense if an emergency should occur.

•LOSS OF ELECTRICAL POWER

When a loss of power occurs, the inflatable will slowly start to deflate. REMAIN CALM! This situation tends to cause panic... unless the operator stays calm and relaxed. Talk calmly to those inside telling them not to panic while you help them get out. Check to see if the blowers have been turned off or the cord has become unplugged from the outlet. If so, plug them back in and the unit will re-inflate. Do not leave the unit unattended to check on any problems. Empty the inflatable, then address the issue. If the bounce house deflates and exit is not found, please advise the children not to panic, find the square on the roof, and push it out to exit the bounce house. If the blowers are on and plugged into different walls but are still not working, reset your breaker.

•WEATHER

Bad weather can arrive in the form of rain, lightning, or strong wind. In each case, you want to evacuate the inflatable as quickly and safely as possible. REMAIN CALM! If you panic, your riders may also panic. Stay calm and focused on your job, which is to help your riders exit quickly, but in an orderly fashion. After everyone has exited the ride, deflate the ride by turning off the blower and moving it to a dry location.

•DAMAGE

If the ride becomes damaged while in operation, take the following steps: If the ride is ripped or otherwise begins to lose air, assist all riders from the ride and deflate it. Write down what happened, when, and other details you observed then turn this report into the transportation driver.

TERMS OF LEASE AGREEMENT

Please read the following thoroughly:

1. Lessee agrees that the Leased Equipment has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear, and tear.
2. Lessee understands and acknowledges that the activity to be engaged in through Lessor's lease of the Leased Equipment brings with it both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to Lessee, its guests, its invites, or third parties. Lessee understands and accepts that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Those risks include, but are not limited to, falling, slipping, crashing, and colliding.
3. Lessee shall have no recourse against Lessor, whether by way of any suit or action, for any liabilities, damages, losses, expenses, claims, actions, and judgments, including all costs, and expenses incident thereto, that Lessee may suffer or incur at any time, by reason of Lessee use of the Leased Equipment provided by Lessor hereunder or information provided by Lessor hereunder. Lessee agrees to defend, indemnify, and hold Lessor, its owners, members, shareholders, officers, directors, contractors, agents, and employees harmless from and against all liabilities, damages, losses, expenses, claims, actions and judgment, including all costs, and expenses incident thereto, which may be suffered by, accrued against, be charged to or recoverable from Lessor, its owners, members, shareholders, officers, directors, contractors, agents, or employees, by reason of loss of or damage to property, or injury to or death of any persons arising out of, or in any way connected with the providing of, or the use or implementation of the Leased Equipment, or any information provided under this Agreement.
4. LESSOR OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LESSOR DISCLAIMS AND LESSEE HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PATENT INFRINGEMENT) STRICT LIABILITY OR OTHERWISE WITH RESPECT THERETO. In no event shall Lessor be liable for any indirect, punitive, incidental, consequential, or special damages.
5. Any failures, delays, or forbearances of either party in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights, or breach of this order or failure to exercise any right hereunder shall not be deemed a waiver of any other breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition occurs. Except as otherwise limited in this Agreement, the rights and remedies set forth herein are cumulative and in addition to any other

rights or remedies that the parties may have at law or in equity.

6. In the event of a dispute arising out of, or in any way related to, this Agreement, the parties expressly agree to submit the dispute to the courts. In the event of any litigation arising out of this Agreement, the parties agree that the law of the State of Alabama shall apply in that action without regard to the conflict of law rules.

7. Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other general liability insurance to cover any bodily injury or property damage which might occur to itself, its guests, and its invitees from the use of the Leased Equipment or else, pursuant to paragraph 3 above, Lessee agrees to bear the costs of defense and liability of any such injury or damage itself.

8. Lessee agrees that if any portion of the Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

9. Lessee grants Lessor the right to enter Lessee's property for the delivery, pick-up, or repossession of the Leased Equipment. Lessee agrees not to loan, sublet, or otherwise dispose of the Leased Equipment.

10. Lessee agrees not to remove the Leased Equipment from the location on which Lessor has assembled or installed it. Lessee further agrees not to disassemble or uninstall the Leased Equipment or to assemble or install the Leased Equipment.

11. Lessee agrees to always supervise both the Leased Equipment and its use the Leased Equipment is in the possession of the Lessee. Lessee agrees to follow the directions and safety rules as posted on the Leased Equipment or as otherwise provided to Lessee by Lessor.

12. Lessee acknowledges that sufficient time and opportunity were had to read this entire Agreement, and understands its content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.