

NEW HAMPTON PARK AND REC (641)394-5464

Rental Agreement

Safety and Liability Terms and Conditions

Rental Date: _____ Pick Up: _____ Return: _____ Grass () Concrete ()

Product(s) Original Bouncy House _____ Bouncy with Slide _____ Playplace Bouncy _____ rented

Rental/Deposit: \$ _____ Amount Paid \$ _____ Deposit Returned: Yes No

Address: _____

Home Phone: (_____) _____ Alternate Phone: (_____) _____

Email Address _____

This safety and liability agreement is entered into between the Recreation Department of the City of New Hampton, and the

Lessee _____, on _____ 20_____.

Located at _____

This Safety and Liability Terms and Conditions shall operate in conjunction with the Rental Agreement between the Lessor and the Lessee. Product or Products listed above will be referenced in the Safety and liability terms and condition as "**Unit**"

The safety of each and every child and/or person that utilizes the Unit is incumbent on the Lessee. The Lessee must supervise and take responsibility to make sure that there is adult supervision of the Unit at all times that a child/children and or persons are utilizing the Unit. Failure to adequately supervise children or persons utilizing the Unit may be the leading cause to a child or children being injured while using or being around a Unit. Lessee has control of the Unit after it is delivered until the time it is picked up again by the lessor, and therefore must ensure the safe operation of the unit for the safety of all persons who utilize the unit.

LESSOR DOES NOT PROVIDE ANY SUPERVISION OR EMPLOYEES WITH THE UNIT DURING THE RENTAL PERIOD. LESSEE AGREES THAT THEY ALONE WILL BE RESPONSIBLE FOR THE SAFE OPERATION OF THE UNIT, AND SHALL INDEMNIFY AND HOLD HARMLESS LESSOR FOR CLAIMS AND/OR LAWSUITS ARISING FROM ANY ACCIDENTS, INJURIES OR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE UNIT SUSTAINED BY THE LESSEE OR ANY OTHER USER OF THE UNIT WHEN IN LESSEE'S CUSTODY AND CONTROL.

Lessor provides you with the following General Rules and Suggestions to minimize injury to persons and damage to personal or other property:

- 1. General rules** to follow during use of the unit:
 - A.** The unit must be supervised by lessee or any other responsible adult at all times the Unit is being used. Children safety depends upon you. your personal supervision is absolutely paramount.
 - B.** All riders must remove their shoes and all sharp or protruding or metal objects before entering the unit.

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C. To avoid neck and back injuries, children or persons using the unit should not be permitted to do flips of any kind.

D. Lessee must ensure all posted warning on the units are followed by everyone using the unit.

As the lessee of the unit the safety of all riders is your responsibility.

E. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the unit. (If upon pick-up such cleaning is required, then a \$25 (Deposit) cleaning fee shall automatically be imposed.-See Rental Agreement.)

F. Do not move the Unit from the place where it was installed. If the unit moves, pull the corner back to its original location of installation. Absolutely, keep the Unit away from swimming pools.

G. No pets allowed inside the Unit. Long hair should be tied back before using the unit.

H. If any injuries occur while using the Unit, the injury must be reported in writing to the lessor, within 24 hours of the occurrence.

2. Special instructions: If the Unit begins to deflate: I) The motor may have stopped in which case check the cord connection at the outlet near motor and remember to keep only the 100 foot extension cord on the outlet. (stronger outlets are in the kitchen and laundry rooms). II) If the motor is continuing to run, check the air intake on the sides of the motor for blockage and check both tubes at the back of the unit for snugness, retie if necessary. III) If you cannot correct the problem please call us immediately.

3. Location: Only to the address specified on the Rental Agreement by the Lessee, it is lessee's responsibility to ensure the Unit is not be moved from the setup location by anyone other than lessor representative.

4. Transportation expense: Except as provided herein, all charges in delivering and subsequent pick-up of the Unit with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the unit is not returned at the appointed time by Lessee, a \$50.00 extra transportation fee shall automatically be Imposed.

5. Safe operation acknowledgment: lessee acknowledges that he/she has been instructed and fully understands the safe operation of the unit that is the subject of this rental, contract and the lessee agrees to observe all safety precautions. The Operation and Safety Manual for Jungle Jumps is available for Lessee's use.

6. Maintenance: Lessee agrees to keep the Unit in the same condition as when received. If any damage is caused to the unit due to Lessee not following general rules, the lessee agree to pay repair costs incurred by the lessor

7. Alternation and attachment: No alternation / attachments will be made to the Unit without prior written approval of Lessor.

8. Warranty: Lessor warrants that the Unit leased under this Rental Contract will be in good working order on the effective date of the Rental Contract. The Unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Contract is limited to repair or replacement of the Unit. This warranty is in lieu of any and all other warranties expressed or implied, and all obligations and liabilities on the part of the Lessor for damages including, but not limited to consequent damages, arising out of or in connection with the use or performance of the Unit.

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9. Release of liability: The Lessee shall be in charge of the unit's operation, as well as return of the Unit in a good working condition. Lessor and its officers, employees and agents is/are not responsible for any injury occurring to the Lessee or to any other persons using the Unit, and the Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs and damages incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the unit, should legal action become necessary.

10. Title to: Lessee agrees to keep the Unit in his/her custody and not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the Unit. The unit will remain at the property of the Lessee and may be removed by Lessor at any time after the termination of this Rental Contract. lessee to pays \$1,500 dollars if unit is not returned to Lessor

11. Rain policy: During periods of severe weather conditions (i.e. rain, high winds, etc.) we reserve the right to cancel your reservations. If conditions are not too severe we will give you the option of keeping the unit. If you decide to keep the unit for the term of the Rental Contract there will be no refunds

12. Addendum to the agreement _____

By signing this contract, I accept the Rental agreement / Safety and Liability terms and conditions

Lessor: Representative _____ Date: _____

Lessee: Full Name _____ Date: _____

Lessee: Signature _____