

**THANK YOU FOR YOUR BUSINESS**

INSPECTED BY: \_\_\_\_\_

**TERMS OF LEASE**

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse NW Bounce Adventures LLC for the full price to fix the damage and/or the full replacement value of the rented item. The Lessee agrees that all rented items will be returned in the same condition as they arrived upon delivery; failure to return the item clean and in the same condition can result in a loss of any cleaning deposits paid, or additional cleaning fees may be applied. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

**Delivery/Operation/Payments:** To address specified by Lessee. Lessee grants NW Bounce Adventures LLC and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made prior to the time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that —

**General Rules for Safe Operation:** Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit CANNOT be moved by lessee after placed by NW Bounce Adventures LLC employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by NW Bounce Adventures LLC employees/contractors and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

**Additional Safety Rules:** **Before entering the unit**, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. **Never** place a hose or water on or into the unit unless authorized by NW Bounce Adventures LLC. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself.

**Only** children of the same age group are to play on the unit at the same time.

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**Additional Terms of Lease:** NW Bounce Adventures LLC is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, gum, candy, shoes, confetti, liquids, soaps, foam or trash, in or around the unit at any time. Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract, rules and regulations form, and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract, rules and regulations form and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not to be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause. Lessee agrees that if the equipment was rented dry, no water will be put on or hooked up to unit. All sprinkler systems in or near the setup area will remain off while the rental equipment remains on lessee's property. Lessee agrees to pay \$85 additional water cleaning fee if a dry unit is wet upon pick up.

**Hold Harmless Provisions:** Lessee agrees to indemnify and hold NW Bounce Adventures LLC harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless NW Bounce Adventures LLC from injuries or damages incurred as a result of the use of the leased equipment. NW Bounce Adventures LLC cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless NW Bounce Adventures LLC from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof. Furthermore, Lessee agrees to indemnify and hold harmless NW Bounce Adventures LLC from any damage caused to underground irrigation and/or utilities; the set-up area is to be marked by Lessee for such underground lines.

**Disclaimer of Warranties:** NW Bounce Adventures LLC makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact NW Bounce Adventures LLC if any of the lease equipment develops any indication of defect or improper working

conditions. Lessee agrees to use the equipment **at Lessees own risk.**

**Breach/Indemnity/Arbitration:** In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify NW Bounce Adventures LLC for all costs incurred by NW Bounce Adventures LLC incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If NW Bounce Adventures LLC determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, NW Bounce Adventures LLC may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available to it by law. If a conflict arises, NW Bounce Adventures LLC and Lessee will abide by the Washington state laws and forgo filing a lawsuit to solve the dispute.

**Overnight Rentals:** Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

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*BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY **NW Bounce Adventures LLC** PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).*

Customer signature

Print Name

Date:

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