

# Jumping for Joy Rentals, LLC

Please sign, provide directions, enclose deposit and return to:  
#424 E. FM 78, Cibolo, TX 78108  
(210)651-0503&Fax 210-651-0460

- Lessee agrees that the EQUIPMENT has been leased for \_\_\_\_\_ and it will not be used for any other function. Lessee also agrees to provide two responsible adult volunteers to monitor and run each piece of Equipment leased.
- Lessee also understands that no person under the influence of drugs or alcohol may use the equipment.
- Lessee also acknowledges that no volunteer will operate any piece of the equipment without having had the rules and operating procedures clearly explained. Failure to comply will result in the forfeiture of total payment and the equipment shall be returned immediately.
- Lessee agrees to exercise control and supervision of the operation and use of the Leased equipment, unless supervision is provided by the Lessor.
- Lessee will allow only trained agents to operate the equipment as is explained both verbally and in writing.
- Lessee's signature on this document acknowledges that all agents will be instructed on the operation, rules and procedures of the equipment, prior to operating or exercising control over said equipment.
- It is the responsibility of the Lessee to not permit any leased equipment to be operated or used in violation of any federal, state or local statute or law, relating to its possession, use or maintenance.
- Lessee agrees to pay for all expenses of operating leased equipment, including bills, permit fees, taxes, insurance premiums and all other charges associated with the operation of leased equipment. Please know where each piece of equipment is to be set-up. There must be a power source, capable of handling 15 amps per piece of equipment (standard three-prong plug), within one hundred (100) feet of each game.
- Lessee is responsible for any damage acquired due to faulty wiring.
- It is the lessee's responsibility to provide electricity. If the necessary power source cannot be supplied and the leased equipment is en route, lessee is responsible to make full payment as outlined in the contract. Please do not ask us to move the equipment after it is set-up. If mitigating circumstances do not warrant such a move, an additional twenty-five percent (25%) of the total due amount will be imposed.
- Lessee agrees to provide a large, flat surface, free of debris (including, but not limited to, sharp objects, rocks, sticks and stickers). Asphalt surfaces are not suitable for Jumping for Joy Rentals Inflatable Bouncers; however, concrete, grass and indoor surfaces are fine.
- Lessee shall be entitled to the right to the use, operation, possession and control of the leased equipment during the lease term, provided Lessee is not in default of any provision of the Lease Contract.
- Lessee shall employ and have control, supervision and responsibility over any operators or users of the equipment, other than Lessors employees, and subject to the rights of the Lessor as set forth in this agreement.
- Lessee agrees to provide Lessor with access to any facility, where leased property is located, for the purpose of inspection, regular service, repair or removal. Lessee shall immediately advise Lessor of the location, cause and extent of any damage to the equipment.
- Lessee acknowledges that the equipment leased for this event is assigned a replacement value of \$5,000.00 / per game. Lessee agrees to pay for repair cost for damage exceeding normal wear and tear.
- Lessee also agrees to replace any equipment stolen or damaged beyond repair.
- Lessee is responsible for the replacement value of the new leased object in the event of theft, vandalism, fire or any act, which may damage or destroy the leased property.
- If any equipment, included in this lease, is damaged, lost, stolen or destroyed, or if any person is injured as a participant, spectator or as a result of the leased equipment's operation, use, maintenance or possession, Lessee will immediately notify Lessor of the

occurrence. Lessee will also file all necessary accident reports, including those required by law and those required by interested insurance companies.

- Lessee agrees to reimburse Lessor, in full, for damage arising from any use, abuse, misuse or negligent act by Lessee, its employees, agents, guests, invitees or trespasser.
- **Lessee agrees to indemnify, defend and hold harmless Lessor, its agents and employees** from all claims, loss or damage, Lessor may sustain as a result of damage to any leased equipment while in the possession or under the control of Lessee by any cause, normal wear and tear excepted, except Lessor's and or Lessors' agent's and employee's gross negligence or willful misconduct.
- Lessee acknowledges that persons may sustain severe injuries, even death while using the equipment.
- Lessee assumes all risks and liabilities arising from the use, operation, condition, possession or storage of leased equipment while in the possession of Lessee (collectively, an Indemnified Claim), provided however, Lessee does not hereby indemnify Lessor or hold harmless Lessor for any risk or liability that relates to or arises out of Lessor's gross negligence and willful misconduct, or for any damage to leased equipment while the leased equipment is in the possession and/or under the control of Lessor, Lessor's agents and /or employees. Lessee's duty to indemnify Lessor includes the duty to reimburse Lessor for any and all expenses, losses, liabilities, fines, penalties and claims of every type, including reasonable attorney's fees, imposed on or incurred by Lessor as a result of any of the above reference contingencies taking place. If any default of this lease should occur Lessor shall have the right to terminate the Lessee's right under this lease, repossess the equipment without legal process and/or to sue for relief or damages to which Lessor is entitled, at law or in equity. If Lessor places all or any part of Lessor's claim against Lessee in the hands of an attorney, Lessee shall pay Lessor any reasonable attorney fees. Lessee shall not allow participants to use or play on or with any equipment without explaining the rules and guidelines of the game.
- No agreements shall be enforced or implied other than those set forth in this lease agreement, and shall not be binding on any party unless set forth in writing and signed by both parties.
- If any portion of this Lease contract shall be found to be invalid, unenforceable or illegal in any respect, the remainder of this lease shall remain valid and in full force and effect.
- Lessor will not refund any deposit or payment when: Lessee cancels the contract within 21 days of event. The delivery vehicle is en route to the event. Inclement weather arises on indoor events: Inclement weather arises on outdoor events and cancellation was not made prior to the delivery vehicle departing for the event. Lessee may pay by cash or credit card in advance for unpaid balance.

**A DEPOSIT IS NEEDED TO SECURE THE RENTAL ITEMS AND DATE. ALL DEPOSITS ARE NON-REFUNDABLE, BUT TRANSFERABLE.**

**CUSTOMER HAS READ, DISCUSSED AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND THERETO: SIGNED PERSONALLY AND FOR THE CUSTOMER:**

AUTHORIZED  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY /TITLE \_\_\_\_\_