

# WATTS' SOME FUN

## RENTAL AGREEMENT AND GENERAL RELEASE

(870) 364-8710 / (870) 304-7322

### TERMS AND CONDITIONS

NOTES: Driver pick-up time is approximate. Driver may arrive as early as the "end" of the "Rental Period" or as late as 11 pm to pick up equipment. Customer is responsible for all the equipment until it is picked up by our driver. Same driver will return for unit; if not call the office or cell number immediately ! If any inappropriate or inadequate supervision is observed we, Watts Some Fun, reserve the right to terminate the rental immediately with non-refundable rental fees.

- 1. Safety/ Operating Instructions:** In addition to the information set forth in this agreement, customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment or allow the equipment to be operated or used in accordance with those instructions. Customer further acknowledges and understands that WATTS-SOME-FUN Party rentals has not agreed to nor have they provided any operator with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage, in particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation and that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment, especially the INFLATABLE UNIT. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any persons to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.
- 2. General Release/Indemnity/Hold Harmless:** Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the safe operation, and well being of all riders and equipment. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Lessor from and against any and all liability, claims, judgments, attorneys fees, and costs, of every kind and nature, including, but not limited to , injuries or death to persons and /or damage to property, whether or not such claimant is known or unknown to Customer, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Customer. These General Release, Identity and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise an account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers.
- 3. Possession/Title:** Customers right to possession of the Rental Equipment begins upon the items being delivered to he Customer's premises/picked up by the Customer and terminates on the actual pick up by Lessor/ return to Lessor by Customer. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event

that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the full replacement value for such Equipment, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental Items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notices or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately.

4. **Care of the Rental Equipment:** Customer shall be responsible for any and all damage to any of the rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to Lessor for any and all damage, which is not 'ordinary wear and-tear' in an amount equal the replacement or repair value. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string.
5. **Equipment Problems:** Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions. Customer agrees to immediately cease use of that equipment. In particular, if the equipment includes a INFLATABLE UNIT, and the INFLATABLE UNIT begins to deflate, customer will immediately have the riders exit the INFLATABLE UNIT and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the INFLATABLE UNIT for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the INFLATABLE UNIT prior to permitting anyone to use the unit; 4) If you cannot correct the problem, call our office during normal business hours.
6. **Specific Rules and Instructions for the INFLATABLE UNIT:** The following rules and warnings must be obeyed in the use of the INFLATABLE UNIT:
  - A) All safety and operating instructions contained on the INFLATABLE UNIT must be complied with and followed at all times;
  - B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES;
  - C) NO Silly String is permitted to come in contact with the inside or outside of the INFLATABLE UNIT, this causes irreparable damage to the INFLATABLE UNIT, and Customer acknowledges that if the INFLATABLE UNIT is damaged by silly string, then a \$1000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer.
  - D) **WARNING** - Extra caution and supervision are required for children ages three(3) and under;
  - E) **WARNING** - It is unsafe to stay in INFLATABLE UNIT if winds exceeds 15 miles per hour (MPH) Have all persons exit INFLATABLE UNIT, then unplug or turn off the blower, unzip the zippers and let INFLATABLE UNIT deflate;
  - F) **WARNING** - Individuals with head, neck, back or other muscular skeletal injuries or disabilities, Pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not recommend in the unit at any time.

- G) Do not move the INFLATABLE UNIT from the location where Watts Some Fun set-up at for eny reason.
- H) If the INFLATABLE UNIT moves,, pull corner(s) back to their original location(s) and re-secure; For other questions regarding the safe installation of equipment, please call our office during normal business hours.
- I) Do not let the INFLATABLE UNIT rub up against any surface. The INFLATABLE UNIT must set up 30 feet from power lines
- J) If there is an injury and some one is bleeding or some one becomes sick and vomits on the INFLATABLE UNIT it must be cleaned up immediately with bleach and water or disinfection to stop communicable diseases or infectious diseases.

7. **Customer Deposit:** of a minimal of \$25.00 for the reservation of bounce houses only and \$50.00 for all other inflatable obstacle courses, dunking booth, and wet and dry slides goes toward the principle. Deposit will be returned or reschedule only for bad weather that day not for I changed my mind. Watts Some Fun will set up and take down the inflatable to manufacture and Arkansas Department of Labor spects and guideline. No one is allowed to pick up and set up inflatable on there own. But at pick up or shortly there after any damages found to be not normal ware and tare, the renter will be subject to (4.)

8. **I also agree that I or no other person will not deflate or let down the inflatable for any reason except for expressed consent by Watts Some Fun or by an act of God that could not be controlled and any damages will be the responsibility of the renter. A \$ 20.00 charge will be applied to the rental fee if the renter or any person deflates or lets down the inflatable.**

Customer \_\_\_\_\_ Print \_\_\_\_\_  
 Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED BELOW, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. I ALSO AGREE THAT AFTER THE INFLATABLE ARE SET UP THERE IS NO REFUND OR PARTIAL REFUND OF RENTAL FEE FOR ANY REASON**

Customer \_\_\_\_\_ Print \_\_\_\_\_  
 Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Time \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fees for 4 hour rental \$ \_\_\_\_\_ + Delivery \$ \_\_\_\_\_ - Deposit \$ \_\_\_\_\_ Amount Due \$ \_\_\_\_\_

WSF \_\_\_ / \_\_\_ / \_\_\_ / \_\_\_ Delivered By: \_\_\_\_\_

**Picked Up:** During the booking of the INFLATABLE UNIT and rental equipment everything was satisfactory and no incidents or injury involving the use of the INFLATABLE UNIT and equipment accrued.

Customer Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Payment \_\_\_\_\_

Thank you,

Norma Watts