

**INFINITE ENTERTAINMENT RENTAL AGREEMENT**

Customer Information

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Rental Date: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Equipment Rented: \_\_\_\_\_

Surface: \_\_\_\_\_ Power Source: \_\_\_\_\_

Rental Charge: \_\_\_\_\_ Delivery Charge: \_\_\_\_\_

Cleaning/Damage Deposit: \_\_\_\_\_ Total Due: \_\_\_\_\_

Additional Notes: \_\_\_\_\_

\_\_\_\_\_

Terms and Conditions

1. Identity of parties:

For the purposes of this Rental Agreement and General Release, "Lessor" or "Infinite Entertainment" shall mean "Infinite Entertainment", "I.E. Group CTX, LLC", its owners, officers, directors, shareholders, employees, contractors, and agents. For the purposes of this Rental Agreement and General Release "Customer" shall mean the person(s) or company listed in the "Customer" boxes on the top of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

2. 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 as well as a safety reference guide. Customer agrees to read those instructions and guide and operate equipment, or allow the equipment to be operated or used, in accordance with those instructions/guide. Customer further acknowledges and understands that Infinite Entertainment, nor any of its employees or representatives, has agreed to provide any operators with this rented equipment, and that Customer is solely responsible for the correct and safe operation of this equipment. Customer agrees to 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 abide by all instructions and safety guide for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage that may be caused by improper operation, use and installation of equipment. In particular, customer will not 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.

## **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 operation, installation and use of the equipment, and are fully responsible for its safe operation and installation. Customer is also responsible for the return of the equipment in good working condition. Customer hereby assumes all risks of participation in any and all activities associated with the use, installation, or operation of equipment, including, but not limited to, any risks that may arise from negligence or carelessness on the part of Infinite Entertainment, from dangerous or defective equipment or property owned, maintained or controlled by Infinite Entertainment, or because of their possible liability without fault. Customer hereby waives, releases, and discharges from any and all liability, including but not limited to, liability arising from fault of Infinite Entertainment, for my death, disability, personal injury, property damage, theft or actions of any kind which may hereafter occur to me or my guests. Customer hereby agrees to indemnify, hold harmless and promise not to sue Infinite Entertainment from any and all liabilities or claims made as a result of use, installation, or operation of the equipment, whether caused by the negligence of Infinite Entertainment or otherwise. Customer hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness arising from the use, installation or operation of the equipment. Customer acknowledges and agrees that Infinite Entertainment is not responsible or liable for any injury occurring to Customer, or any guests of Customer or to any other persons using the equipment, while the equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Infinite Entertainment from and against any and all liability, claims, judgments, attorney's fees, and costs, of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the equipment. These General Release, Indemnity and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence or gross negligence of Infinite Entertainment, its employees, representatives, suppliers, agents, contractors, drivers or installers. This release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.**

## **4. Equipment, Rent, Payment, and Term of Rental Agreement:**

Customer rents from "Infinite Entertainment", as Lessor, that certain equipment described on the first page of this agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Rental Date" and "Event Start Time" to "Event End Time" on the first page of this agreement, but all of Customer's obligations arising under the terms and conditions of this agreement shall run from actual delivery of the equipment to the actual pick up of the equipment by Lessor. Lessor cannot guarantee weather conditions, and if the equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the equipment, or if Customer otherwise elects not to use the equipment due to weather or other causes.

#### 5. Delivery/Receipt/Inspection of Rental Equipment:

Lessor shall deliver the equipment to the street address specified by Customer as listed in the "Delivery Address" Section on the first page of the agreement. Customer grants to Lessor the right to enter the property at the said street address (Delivery Address) for delivery, and required set up, if any, and for subsequent pick up of the equipment and any associated equipment or packing materials at the approximately specified times. Customer hires the equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this agreement, and that they are in good working order.

#### 6. Possession/Title:

Customer's right to possession of the equipment begins upon the items being delivered to the "Delivery Address" listed on the first page of this agreement and terminates on the actual pick up by Lessor. 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 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 notice 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.

#### 7. Care of the Rental Equipment/Equipment Problems:

Customer acknowledges that anyone entering the bounce house must remove shoes and keep shoes off while using the bounce house. Customer shall be responsible for any and all damage to any of the 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. Bounce house will not be set-up in the event of rain, threat of rain/storms or other weather concerns at Lessor's discretion. Customer shall be liable to Lessor for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement 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 weight capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, or other materials.

Should any equipment develop a problem, or does not function correctly at any time, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment. In particular, if the equipment begins to deflate, Customer will

immediately have the participants/users/guests immediately exit the Bounce House 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 or generator or power outlet 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 Bounce House unit for snugness and tighten the ties if necessary or if disconnected, re-connect to blower.

3) If either of these steps corrects the problem, fully re-inflate the Bounce House prior to permitting anyone to use the unit.

4) If Customer cannot correct the problem, Customer agrees to call an Infinite Entertainment representative at 254-466-4731 and 254-217-7418!

#### 8. Specific Rules and Safety Instructions for the Bounce House Unit:

In addition to the safety reference guide and instructions listed on the equipment, the following rules and warnings must be obeyed in the use of the Bounce House unit:

A) All safety and operating instructions contained on the Bounce House and in the safety reference guide must be complied with and followed at all times.

B) For the safety of all CHILDREN. ADULT SUPERVISION IS REQUIRED AT ALL TIMES! A responsible ADULT must supervise the Bounce House at all times. No one shall operate, supervise or enter the Bounce House, if under the influence of ALCOHOL, DRUGS or any other legal or illegal drug or substance. No one should enter the Bounce House with any type of existing injury.

C) No "Silly String" is permitted to come in contact with the inside or outside of the Bounce House as this causes irreparable damage to the Bounce House, and Customer acknowledges that if the Bounce House is damaged by "Silly String" or any product like "Silly String", or damaged in any way, then a \$2,000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer.

D) Please have bouncers remove items such as glasses, dangle earrings, anklets, bracelets, belts, shoes, and any sharp or bulky items that may reside in pockets.

E) Do not play or climb on outside walls, netting side column or roof of Bounce House.

F) Extra caution and supervision are required for children ages three (3) and under.

G) It is unsafe to stay in Bounce House if winds exceed 15 miles per hour (MPH), lightening, raining or threat of rain. Have all persons exit Bounce House, then unplug the blower unit and let Bounce House deflate.

H) 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 permitted in the Bounce House at any time.

I) Do not move the Bounce House from the location where set-up.

J) If the Bounce House Unit moves, pull straps to their original locations and secure comers. For other questions regarding the safe installation of equipment, please call Infinite Entertainment at 254-466-4731 and 254-217-7418, immediately.

K) Do not let Bounce House rub up against any surface, such as rock, brick, etc.

L) Absolutely no food or drinks inside the Bounce House.

M) For overnight rentals, the bounce house/inflatable and blower must be kept in a secure location and the blower must be removed from the bounce house/inflatable, unplugged and stored in a separate secure location from the bounce house/inflatable. \_\_\_ Initials

N) For overnight rentals Customer must ensure that the bounce house/inflatable is secured away from unsupervised participants. \_\_\_ Initials

#### 9. Limited Warranty:

Lessor warrants that the Rental Equipment leased under this agreement will be in good working order when delivered. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free from latent defects. Lessor shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.

#### 10. Compliance with Laws:

Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment including any subsequently determined to be due. Customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

#### 11. Legal Fees:

In the event that an attorney is retained to enforce any provision of the agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator, but not less than \$5,000.00.

12. Customer Acknowledgment:

Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire agreement, and agree to be bound by all the terms and conditions on each page and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

13. Severability:

If any of the terms or conditions of this agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this agreement, and the remaining terms and conditions of this agreement shall stay in full force and effect.

14. Entire Agreement:

This agreement constitutes the full agreement between Lessor and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force of effect.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, 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.

Customer Name (Printed): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Issuing State: \_\_\_\_\_ Expiration: \_\_\_\_\_

Infinite Entertainment, Representative Signature: \_\_\_\_\_