



PO BOX 9682 * Rapid City * SD * 57702
Tel 605-390-2915 * Fax 605-791-0996

Rental Agreement **Safety and Liability Terms and Conditions**

Rental Date: _____ Start Time: _____ End Time: _____ Grass() Concrete()

Products: _____ rented

Rental: \$ _____ Amount Paid \$ _____ Balance \$ _____

Delivery Address: _____

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

Email Address _____

This safety and liability agreement is entered into between the **Lessor Company Name**, 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 conditions 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 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. _____

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Since Lessor delivers the Unit and picks up the Unit from the Lessee's property, Lessor does not provide any supervision or employees with the Unit during the rental period. Lessee agrees to, that they alone will be responsible for the safe operation of the Unit, and shall indemnify Lessor for claims and/or lawsuits arising from any accidents, injuries, or damages of any kind, including reasonable attorney's fees, arising from the use of the Unit sustained by the Lessee of any of Lessee's guests. _____

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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 Unit.
 - a. The Unit must be supervised by Lessee or any other responsible adult at all times the Unit is being used. Children’s 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.
 - 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 warnings on the Unit 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 **\$50 cleaning fee** shall automatically be imposed. See Rental Agreement.)
 - f. Do not move the Unit from the place where it is 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 in 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: 1) The motor may have stopped in which case check the cord connection at the outlet near the motor and remember to keep only the 100 foot extension cord on the outlet (stronger outlets are in the kitchen and laundry rooms). 2) 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 and retie if necessary. 3) If you cannot correct the problem please call us immediately. 605-390-2915
3. **Delivery:** Only to the address specified on the Rental Agreement by the Lessee. It is the Lessee’s responsibility to ensure the Unit is not moved from the setup location by anyone other than Lessor representative.
4. **Transportation Expense:** Except as provided here in, 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 the Lessee, a \$50 min 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.
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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 agrees to pay repair costs incurred by the Lessor.
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- 7. **Alterations and attachment:** No alteration / attachments will be made to the unit without prior written approval of Lessor.
- 8. **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 the Lessor at any time after the termination of this Rental Contract. Lessee to pay replacement cost of Unit and all other expenses involved to replace the Unit if Unit is not returned to Lessor.
- 9. **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 Lessee the option of keeping the Unit for the term if the Rental Contract. There will be no refunds if severe weather arrives after Unit is delivered.

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

Lessor: Representative _____

Date: _____

Lessee: Full Name _____

Date: _____

Lessee: Signature _____