

BOUNCE AROUND PARTY RENTALS
Rental Agreement (the "Agreement")

1. Parties:

Between: Liberty Ray Inc (hereinafter referred to as the "Supplier")

-and-

Name of Renter: _____
(hereinafter referred to as the "Renter")

Renters Address: _____

Email: _____ Phone Number: _____

2. Event Details:

Date of Event: _____

Location of Event: _____

Number of Attendees: _____

Name of Event Supervisor: _____

Rental Period:

Time in: _____ Time Out: _____

Inflatable Rented: _____

Cost of Rental: _____ (hereinafter the "Rental Fee")

3. Damage Deposit:

The Renter shall pay a Damage Deposit in the sum of \$200.00 immediately upon the signing of this Agreement. All deposits shall be made in via e-transfer to bouncearoundparty@hotmail.com, cash, debit and/or credit card. Failure to pay the Damage Deposit will result in the cancellation of this Agreement.

4. Rental Fee:

The Renter shall pay the Rental Fee on or before the delivery of the Inflatable. Payments shall be in the form of either e-transfer to bouncearoundparty@hotmail.com, cash, debit and/or credit card. Failure to make payment will result in the cancellation of this Agreement.

5. Cancellation Policy:

Should the Renter wish to cancel their rental they must do so in writing and with more than 24 hours' notice before the date of the event. If the Renter cancels the rental with 24 hours' notice or less a cancellation fee of \$100.00 shall apply. This fee will be taken directly from the Damage Deposit.

6. Delivery and Set Up

The Supplier will arrive at the event location approximately 30-60 minutes prior to the beginning of the rental period to set up and inflate the Inflatable. The Event Supervisor must be in attendance during this time as the Supplier will provide basic instruction on how to turn the blower on in the event it is accidentally turned off and how to do an emergency shut down in case of rainstorm or other such peril.

7. Rules:

- Absolutely no drugs or alcohol are permitted in or around the Inflatable. This include any attendees using the Inflatable shall not be under the influence of drugs and/or alcohol.
- No smoking, food, drinks or chewing gum, on or around the Inflatable at any time. This will avoid a choking risk and keep the unit clean.
- No footwear in the Inflatable at any time
- If any food, drinks, gum is found in the Inflatable at the end of your rental there will be a \$100.00 cleaning charge.
- Only water and a soft cloth are to be used when cleaning the Inflatable unit. CLEANING PRODUCTS/CHEMICALS MUST NEVER BE USED. Shoes must be removed when cleaning the Inflatable.
- Climbing, hanging or sitting on the walls of the Inflatable is dangerous and not permitted.
- Do not allow children to bounce on the front safety step as a child could easily bounce off the Inflatable and get hurt. The safety step is to assist users in getting on/off safely.
- Children MUST NOT attempt somersaults or any other acrobatics, and must be clothed appropriately, with nothing being able to fall out of their pockets.
- Children MUST never be pushing, colliding, fighting or behaving in a manner likely to cause injury or cause distress to others.
- Ensure the Inflatable unit is not overcrowded. (maximum number of users stated in the description of the Inflatable unit) Limit the number of users (size and age) to allow enough room for each child to play safely. Try to avoid small and large children using the Inflatable unit at the same time.
- It is advisable to ensure that no one with any history of back, neck problems or any other disability use the Inflatable unit. Absolutely no pregnant women and any other persons susceptible to injury from falls, bumps and bouncing are not permitted in or on the Inflatable unit at any time.
- Absolutely no pets, toys or sharp instruments on the Inflatable at any time.
- No smoking, fires, barbecues or any open heat to be used on or around the Inflatable at any time as the material of the Inflatable will burn or melt.
- In the event that the blower stops working and/or the unit malfunctions in any way, it is the responsibility of the adults supervising to ensure all children exit the Inflatable immediately and safely.

- Absolutely no one is to be on the Inflatable equipment during INFLATION or DEFLATION as this is DANGEROUS.
- In the event that the blower stops working, all users MUST get off the Inflatable immediately and calmly. Make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately with a phone call. (902-631-5515)
- The unit MUST NEVER be moved once set up by the Supplier. The Event Supervisor MUST check the area where the Inflatable is to be set up beforehand. Anything that could puncture or damage the Inflatable MUST be removed from the area. Failure to follow this rule will result in damage to the unit and a damage penalty will be incurred.
- In the event of rain, the Inflatable must be deflated. Using the Inflatable during a rainstorm is unsafe and NOT permitted. The blower MUST be stored in a dry place during rainstorms. Failure to unplug the blower during a rainstorm could possibly result in electric shock by attendees. The Inflatable will become VERY slippery during rainstorms and is NOT safe for jumping or playing on. Failure to follow these rules could result in serious injury.
- If the weather is looking rainy or windy on the day of your event, either we will be in touch with you or you can call us for our opinion. IF WE DEEM THE WEATHER TO BE INADEQUATE TO SAFELY OPERATE OUR EQUIPMENT, WE RESERVE THE RIGHT TO REFUSE RENTING THE INFLATABLE. In the event we cancel your rental due to weather we will return your deposit or reschedule your rental for another date in the future mutually agreed upon.
- The Event Supervisor shall ensure all attendees abide by all posted rules and regulations for use of the Inflatable
- Any cost of repair for damage or cleaning to the Inflatable shall firstly be taken from the Damage Deposit. The Renter agrees to immediately pay for any additional damage costs to the Inflatable.

8. Renter Acknowledgment

The Renter acknowledges that the use of an Inflatable can bring with it both known and unanticipated risks. Those risks include, but are not limited to, falling, slipping, crashing, colliding, illness, emotional distress, death or damage to personal property.

It is the SOLE responsibility of Renter to ensure that every precaution is taken to avoid injury to attendees or damage to the Inflatable. The Supplier reserves the right to refuse setting up the Inflatable unit if the location is deemed to be unsafe or weather conditions that go against the manufacture's operation regulations.

The Renter is responsible and liable for any damage or injuries occurring from or as a result of misuse or reckless use on or near the Inflatable. There are inherent risks in the participation in or on Inflatable and its equipment. Attendees and Event Supervisors should be aware that they have a duty to exercise good judgment and act in a responsible manner while in or on the Inflatable. Adult must supervision is mandatory at all times while using the Inflatable. You must follow specific weight regulations which are given in the description of each Inflatable unit. Failure to do so will cause damage to persons or the Inflatable. Persons using the Inflatable unit do so at their own risk. These Rules outlined in this agreement are for the safety of all persons using the Inflatable unit, and it is the sole responsibility of the Renter to ensure they are adhered

to. The Supplier will not accept responsibility for any damage or injury to anyone using the Inflatable unit however caused.

9. Hold Harmless:

The Renter agrees to indemnify and hold harmless the Supplier from any and all claims, actions, suits, costs, expenses, damages and liabilities, including reasonable solicitor fees arising by reason of injury, damage or death to persona or property, in connection with or resulting from the use of the Inflatable or it's equipment including the delivery, possession, use, operation or return of the equipment

The Renter hereby releases and holds harmless the Supplier from injuries or damages incurred as a result of the use of the Inflatable and its equipment unless the Renter is deemed by a court of law to be negligent in tis actions. The Supplier cannot under any circumstances be held liable for injuries as a result of acts of god, nature, or other conditions beyond its control or knowledge. The Renter agrees to indemnify and hold harmless the Supplier from any loss, damage, theft or destruction of the Inflatable and its equipment during the term of the Agreement and any extension thereof.

10. Applicable Law:

This Agreement shall be governed by and construed under the laws of Alberta.

11. Independent Legal Advice:

All parties acknowledge that they have each had the opportunity to seek independent legal advice **PRIOR** to the signing of this Agreement.

12. Counterpart:

This Agreement may be executed in counterparts by either of the parties. Each executed counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

13. Headings:

The headings of this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of the Lease Agreement nor of any provisions hereof.

14. Merger Clause:

This Agreement and any attached Schedules shall constitute the full and complete understanding of the parties and supersedes all prior written or oral agreements. There shall be no further additions or changes to this agreement unless the same is reduced to writing and signed by both parties.

15. Enforceability:

Should any provisions of this Agreement be found to be invalid or unenforceable, the remainder of the lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

I the undersigned Renter confirm that I am over the age of eighteen (18) years old and that I have read and understood the terms of this Agreement and agree to be bound by them.

.Witness

Renter

On behalf of the Supplier: _____