

## Air Castles And Slides, LLC

PO Box 8041, Piscataway, NJ 08855

732-642-2194 908-222-1111

216 Tingley Lane, Edison NJ 08820

Item rented: \_\_\_\_\_ Total (Tax Included) Due: \$ \_\_\_\_\_ Paid: Cash: Check # \_\_\_\_\_

**ENTIRE AGREEMENT:** This Rental Agreement constitutes the full agreement between **Air Castles And Slides, LLC** as Lessor, and the undersigned as lessee. Time is of the essence in the Rental Agreement and all matters pertaining to it.

**1. Equipment, rent and terms of Rental Agreement:** The undersigned, as lessee, hires from Air Castles And Slides, LLC as Lessor, the items detailed above (or on the attached invoice.) The rental fee as stated on the attached invoice is payable in advance or at time of delivery. If Lessee's payment bounces Lessee is responsible for all bank fees plus \$15.00 and all court costs. **Initial:** \_\_\_\_\_

**2. Lessor is not responsible for any damages** to property or structures including but not limited to power breakers, fuses, power lines, automobiles, plants, trees, shrubs, bushes, or any landscaping, sprinklers, pool pipes, or any underground items whatsoever. Lessor is not responsible for "Mother Nature." If Lessee accepts delivery there will be no refund of rental charges for any reason including but not limited to delivery time, rain, wind or any weather related occurrences. If Lessee cancels on delivery deposit is forfeit. **Initial:** \_\_\_\_\_

**3. RELEASE OF LIABILITY:** Lessor is not responsible for injury occurring to the lessee or to any other persons using the lessor's property, including, but not limited to; inflatables, and machines, and the lessee, (and lessee's agents and heirs) further agrees to hold the lessor, its agents, employees, officers, and assigns, free and harmless against any injury or claims. The lessee shall indemnify the lessor and its officers, employees, and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the Air Castles And Slides, LLC's property including but not limited to inflatable units, should legal action become necessary. Lessee attests that lessee has been instructed in safety and care of all property being rented, including, but not limited to, said inflatable units and understands the safety rules, responsibilities and potential risks as specified in the Owner/Operator's manual, Lessor's website and Ride Safety Bulletin from CPSC. Lessee understands and will explain to all riders and users potential risk which could include catastrophic injury or death. Lessee asserts that all riders/users of Lessor's equipment will follow all rules in manual, rules posted on unit and signs, as well as instructions provided by Air Castles And Slides, LLC staff. Lessee understands that even with use of Lessor's staff that Lessee is ultimately responsible for safety of all riders/users. **Initial:** \_\_\_\_\_

**4. TITLE TO** Air Castles And Slides, LLC property: Lessee agrees to keep the Air Castles And Slides, LLC's unit/units in his/her possession, under direct supervision of Lessee, and not to remove any of the rented property from the delivery address. The Air Castles And Slides, LLC unit/units will remain the property of the lessor and may be removed by the lessor at anytime. **Initial:** \_\_\_\_\_

**5. SAFE OPERATION ACKNOWLEDGMENT:** Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of all rented equipment that is the subject of this rental agreement. Lessee agrees that adequate lighting (supplied by lessee,) will be used with all equipment. Lessee understands that the ultimate safety and supervision for all of the children and guests is the responsibility of the Lessee. The Lessee agrees to adhere to all safety precautions, and further shall return the machine, inflatable, and all property of the Lessor fully cleaned as instructed in the provided rules. If the inflatable or any property is returned un-cleaned (ordinary wear excepted) the lessee shall pay an additional \$50 cleaning fee. In the event of damage which can not be repaired the lessee agrees to pay the full replacement price of the inflatable, machine, all other damaged property and loss of income. **Initial:** \_\_\_\_\_

**6. SEVERABILITY:** In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, or that we waive any section of this agreement, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid, void, or waived, shall remain in full force and effect. **Initial:** \_\_\_\_\_

**7. GOOD WORKING ORDER:** The receipt of the Air Castles And Slides, LLC's equipment/property is in good working order and repair and is so acknowledged by lessee. Lessee agrees that all rented items have been properly set up and working to Lessee's satisfaction. Lessee (and/or Lessee's agent) has inspected this unit and found it to be in safe working order **Staff** \_\_\_\_\_ **Initial:** \_\_\_\_\_

**CHILDREN'S SAFETY DEPENDS ON YOU!! CONSTANT SUPERVISION IS REQUIRED AT ALL TIMES!! THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY! No Flips!**

By My signature below I agree to, and accept, the terms of this Rental Contract:

**Lessee Sign Here:** \_\_\_\_\_ **Print Name Here:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I attest that I have been fully trained in the safe operation and supervision of inflatables and I feel competent to supervise this private party rental. Sign:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If you are supervising this rental, you need to correctly answer at least 10 of the following questions:

- 1.) What is the special safety item we give you to keep?      2.) How have we explained it is to be used?
- 3.) What is the first, and most important rule about the jump house and the children?
- 4.) What about the grouping of sizes and ages of the children?
- 5.) What are the rules about shoes and socks?
- 6.) What do you know about the netting?
- 7.) What are the rules about jumping on/near wall or columns?
- 8.) What Information do you know about your particular inflatable, i.e. safety exit?
- 9.) For your unit: a.) What is the maximum number of children?      b.) What is the Maximum total weight?
- 10.) Where do you find this information?
11. & 12.) Other information you remember from the video or online safety training program: (example; no flips!)