

RENTAL AGREEMENT & DISCLAIMER

TERMS OF RENTAL AGREEMENT:

1. The undersigned, as LESSEE (customer), agrees to hire from Jumping Castle Fiesta, as LESSOR, the unit(s) as described in this agreement, under the following terms.

2. Delivery will be to the address agreed upon:

A) It is the responsibility of the lessee, to ensure the lessor is granted the right to enter the property at the said address for the delivery, set up and subsequent pick up of the unit.

B) Delivery may occur anytime in the 3 hours prior to your booked start time, unless some prior arrangement was made. Please make sure the site is ready and someone is home during this period.

C) Access to the site must be via a clear path at least 1m wide and on the one level from the street all the way to the castle site. The units cannot be lifted up stairs or over retaining walls etc. unless a site inspection by the lessor has indicated that this is appropriate and/or possible.

D) The unit can only be erected on level ground, which is at least the size mentioned verbally by our staff or on any document/media released by Jumping Castle Fiesta only.

The castles are also quite tall and usually cannot fit under trees, clotheslines, pergolas or power/phone lines etc.

E) The lessee agrees that the site has been checked by them and is suitable in access, size and ground cover for the erection of the above unit. If you are unsure as to the suitability of your site please phone the office before the day to arrange a site inspection (possible fee applies), otherwise you may forfeit your security deposit payment if we cannot setup on the day due to the site being unsuitable.

F) Please clear the area for unit, of all sticks, stones, animal droppings etc. prior to unit delivery.

G) Do not move the unit, under any circumstances, from the place where it is installed.

H) Pack up will occur any time in the 2 hours immediately following your booking end time. Please make sure someone is home during this period or phone 0402 961575 to make other arrangements.

I) The lessee acknowledges the possibility of injury and agrees to provide responsible adult supervision at all times according to the rules given to rental party prior to event, written instruction, or verbal.

J) If the lessee is unable to provide adult supervision, the lessee agrees to notify the lessor prior to the booking date, in order for the lessor to provide a qualified operator at the expense of the lessee.

K) Deposits will only be refunded if:

- It is raining considerably on the day of the rental
- Severe weather conditions
- Notice is given 72 hours prior to day of rental

- We, the lessor, are unable to provide the service or specified inflatable and hire equipment for some unforeseeable reason.

3. Safety Rules:

A) Age restrictions relative to each inflatable. The age groups listed below must be adhered to at all times:

C4 Combo-5 years old up to 12 years old

Depots bounce boxing-8 years old and up

Rock 'n' Roll Gladiator- 8 years old and up for duelling with jousting poles and helmets only. Alternatively, 5 years old to 8 years old for jumping castle use only.

Junior Double Splash- 5 years old to 13 years old

Basketball Bungee Challenge- 8 years old and up

B) A maximum of 8 children should be allowed in the unit at one time, although less may be appropriate for bigger children.

C) Only put groups of compatible size children on the unit at the one time.

D) All riders must remove their shoes, glasses or any hard objects, before playing in the unit.

E) To avoid neck/back injuries, flips/summersaults are definitely not allowed.

F) Children must not climb the walls either from the inside or the outside of the unit.

G) Children are required to slide off the front feet first, not jump.

H) Do not allow children to take any toys, balls, balloons, streamers, lollies, food, drinks or anything else into the castle, without the prior consent from the lessor.

I) Do not allow sprinklers or a hose to be sprayed onto the castle (even on hot days) and do not allow children to play if they are wet. Children (and their clothes) must be dried off before they enter the castle. (Double Splash slide is an exception).

J) The children's safety depends on you. An adult's supervision is required at all times. The nominated operator must be over 18 and have read through the safety rules before the commencing start time.

As the lessee of the unit, the safety of all riders is **your responsibility**.

k) Any person/s with previous injuries that are still healing or vulnerable to further injury, are not under any circumstance allowed inside the unit.

4. Special Instructions:

A) Set up will take approximately 30 minutes and will be done any time in the three hours prior to your booking start time. (Unless some prior arrangement was made with the lessor)

B) The unit is continually filled with air from the blower at the rear of the unit, which will be connected to your power supply with an extension cord provided by us.

If for some reason, access to power is not available, you may hire one of our generators for a fee (speak to our staff regarding generator hire).

C) The unit's equipment is reliable. Should the unit begin to deflate, remove all riders immediately then check the following:

1) Check the power cord connections. If they have separated, then re-join and continue using the unit as before.

2) Very rarely the blower will overheat and power will automatically be cut off. Turn the power off, give the unit 10 minutes to cool and try turning it on again.

3) Check both air exit tubes at the back of the unit. If they have come undone, or entangled, turn off the power, retie them and then turn the power back on.

4) If none of the above offers a solution then please call 0402 961575.

D) In the advent of very strong winds (25km/hour or more) the unit must be evacuated and subsequently turned off until such time as the wind abates.

E) If it starts to rain, switch the power off and remove the blower to a dry location until the rain stops. Reconnect the blower when the rain has stopped and turn the power back on. Dry the unit off with towels before allowing the children back in.

5. Maintenance of the unit:

A) The lessee agrees to keep the unit in the same condition as when received.

B) No alterations or attachments to the unit will be made without prior written approval of the lessor.

C) **Pets** must be kept away from the unit at all times.

D) Cigarettes and/or naked flames (candles, fireworks) **MUST** be kept away from the unit at all times. No sharp objects of any kind are allowed inside or near the unit at any time.

E) Absolutely no streamers, silly string, gum, candy or any food or drink is allowed in or near the unit.

F) The lessee agrees to be responsible for the condition of the unit and equipment hire and its return.

G) If upon pickup and inspection, the lessor finds damage or finds the unit to be in an excessively unclean condition, which was not previously there upon setup and drop off, the lessee agrees to forfeit their security deposit in its full amount.

H) The lessee agrees to keep the unit in his/her custody, not to sublease, rent, sell remove from the delivery address or otherwise transfer such unit. The unit will remain the property of the lessor and may be removed by the lessor at any time after the termination of this rental agreement.

l) The lessee also represents and warrants the safe return of the unit and hereby agrees to pay the full price on the hired items if it is not returned.

6. Safe operation acknowledgement: The lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the unit that is subject to this rental agreement. The lessee agrees to observe all safety precautions.

7. Payment of fees: If not already paid, any balance due shall be paid once the unit has been erected.

8. Warranty: The lessor warrants the unit leased under this rental agreement will be in good working order on the effective date of the rental agreement. The unit is supplied and maintained subject to this warranty. The lessor's obligation under this rental agreement is limited to repair or replacement of the unit when the lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the lessor for damages, including, but not limited to, consequential damages, arising out of or in connection with the use or performance of the unit.

9. Release of liability: The lessee shall be in charge of the unit's operation, and is fully responsible for its operation as well as return of the unit in good working order. The lessor and its officers, employees and agents is/are not responsible for injury occurring to the lessee or any other persons using the unit and the lessee further agrees to hold the lessor and its officers, employees and agents 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 unit, should legal action become necessary.

10. Rain policy: In the case of bad weather (rain, thunderstorms, high wind) whether current or impending, 2 hours prior to start time, we will give you a call, or you can give us a call (0402 961575) to determine whether set up is viable.

If it is decided that the booking should be cancelled at this time, a refund of your deposit will be refunded into your nominated bank account, via direct deposit.

When the driver arrives at your house he has a small window of time to make a decision about the viability of setting up the castle. Whatever decision is made in this instance will be based on the conditions at that time. This decision cannot be changed even if the weather changes 5, 10 or 30 minutes after he leaves. Due to safety concerns the driver cannot set up in the rain. If set up is able to be completed the full fee is payable. You will be instructed on what to do if it rains during your booking time. For safety reasons, we reserve the right to cancel your booking due to the weather if necessary.

11. Entire agreement: This rental agreement constitutes the full agreement between lessor and lessee. The lessee acknowledges and understands that the unit has being inspected prior to the booking date and that the unit subject to this rental agreement was in a clean and tidy condition as well as good working order and repair, before the booking date.

The lessee also acknowledges that he/she has read and understood the entire agreement and that he/she is responsible for adhering to everything stated in this agreement.

RENTAL DATE:

4 HOUR SLOT

☐

7 HOUR SLOT

☐

NAME OF LESSEE:

ADDRESS:

TIME:

NAME OF UNIT HIRED:

SECURITY DEPOSIT PAID:

SURFACE:

SIZE OF GROUND AREA REQUIRED:

HEIGHT CLEARANCE REQUIRED:

(1m) ACCESS:

SITE CHECKED BY LESSEE?:

SITE CHECK DONE?:

By my signature, I the lessee, accept all the terms of this rental agreement. I also hereby acknowledge that I was Verbally Advised, have read, and understand the supervision, maintenance and all the rules applicable and mentioned in this agreement. I also agree to turn off the castle and cover the electric blower in the event of rain during my booking time.

Lessor Signature

or

Authorised Agent Signature

Print Name

Print Name

Lessee Signature

Lessee Attendant Signature

Print Name

Print Name

Drivers Licence No. (Or Equivalent)

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