

Bounds of Fun Rental Agreement

This contract is made and entered into this _____ day of _____ 2009 by and between the undersigned Lessee, and Bounds of Fun, hereafter known as the Lessor and is mutually agreed that the Lessee and Lessor shall be subject to the information in this contract.

PARTIES: The Lessee hereby engages Lessor who agrees to furnish the items described upon the terms and conditions set forth herein.

BALANCE: The balance of \$ _____ is due upon arrival at the event and signing of the contract.

TIMING AND FEES: The reserved rentals shall be delivered at the requested set-up time unless both parties agree upon other arrangements. The equipment should be empty of riders at the requested end time. An additional hour will be charged if the pickup agent must wait for the equipment to be vacated.

SETUP AND OPERATION: The Lessee should have at least 1 person of average strength per inflatable available to assist with setup at the time of delivery, if needed. This person(s) should be the person who will be responsible for operation of the ride. Lessee is responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at the time of setup. Each item should be supervised by an adult at all times.

AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!

SPECIAL PROVISIONS: The Lessor reserves the right not to perform outdoor engagements when, in the Lessor's judgment, weather conditions would be detrimental to the Lessor's equipment. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions if possible.

The Lessor reserves the right not to perform an engagement if he or she deems the Lessee to be unfit for service. This includes an event or party that may seem hazardous to the equipment.

*A representative from the Lessor will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event, the deposit is not refundable.

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Bounds of Fun rental equipment, if damage is incurred while the equipment is in the possession of the Lessee. Damage fees vary but are estimated below:

Bounces: \$50-\$100 for cleaning fees
 \$200-\$500 for repairs
 \$3500 if the unit is not repairable

No food, drinks, animals, shoes, or sharp objects are allowed in the rentals at any time. The operator is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit.

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal.

The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using, operating or renting the equipment, Bounds of Fun, it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries and/or resulting damages and, further, shall indemnify Bounds of Fun in the event they are held liable for any injuries and/or resulting damage. This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriated parties.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact The Lessor at (615)-556-2901 or (615)-274-3077 immediately in order to expedite the problem. If Lessee fails to contact us, the Lessor is not responsible for any refunds.

HOLD HARMLESS PROVISION- LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COSTS, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES ARISING BY REASON OF INJURY, DAMAGE OR DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO, THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OPERATION, OR RETURN OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO THE EQUIPMENT. LESSEE HEREBY RELEASES AND HOLDS HARMLESS LESSOR FROM INJURIES OR DAMAGES INCURRED AS A RESULT OF THE USE OF SAID EQUIPMENT UNLESS LESSOR IS OPERATING THE EQUIPMENT AND IS DEEMED BY A COURT OF LAW TO BE NEGLIGENT IN IT'S ACTIONS. LESSOR CANNOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR INJURIES AS A RESULT OF ACTS OF GOD, NATURE, OR OTHER CONDITIONS BEYOND THE LESSOR'S CONTROL OR KNOWLEDGE.

DUTY TO MITIGATE- IN THE EVENT OF INJURY, DAMAGE OR LOSS DUE TO LESSOR'S NEGLIGENCE, LESSEE AGREES AND ASSUMES THE DUTY TO MITIGATE ALL COSTS RESULTING FROM SAID INJURY, DAMAGE OR LOSS.

DISCLAIMER OF CONSEQUENTIAL DAMAGES- BY SIGNING THIS CONTRACT, LESSEE AGREES TO FOREGO SEEKING ANY CONSEQUENTIAL DAMAGES IN THE EVENT OF ANY INJURY DAMAGE OR LOSS DUE TO LESSOR'S NEGLIGENCE.

DISCLAIMER OF WARRANTIES- LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE FROM LESSOR. BY SIGNING THIS CONTRACT, LESSEE AGREES THAT ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIGNING THIS CONTRACT, LESSEE AGREES THAT NO EXPRESS WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE IS HEREBY DISCLAIMED.

MERGER CLAUSE- THIS SIGNED CONTRACT INCOMPASSES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND THE LESSEE. NO AMENDMENT, WHETHER FROM PREVIOUS OR SUBSEQUENT NEGOTIATIONS BETWEEN THE LESSEE AND THE LESSOR, SHALL BE VALID OR ENFORCEABLE UNLESS IN WRITING AND SIGNED BY ALL PARTIES TO THIS CONTRACT. THE INVALIDITY OR UNENFORCEABILITY OF ANY PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT EFFECT THE OTHER PROVISIONS HEREOF.

Lessee Signature: _____

Lessee Name: _____

