

## RENTAL AGREEMENT

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. LESSEE understands and agrees that no oral representation or statements have been made by LESSOR to representations set forth herein.

### **Safety first!**

Children's safety depends on presence of *Adult Supervision* while INFLATABLE UNIT is in use.

Customer acknowledges damage caused to any property belonging to Paige's Bounce Houses LLC due to **Silly String**, a \$750.00-\$5,000 repair or replacement fee shall be automatically imposed by Paige's Bounce Houses LLC and shall be immediately due and payable by renter.

### **Negligence or Abuse**

Food, grass, pet poop, mud, vomit, water, or spilled drinks will result in \$100-\$300 cleaning fee.

Negligent use or damage caused by improper use will result in a \$250-\$1,000 repair fee.

If the unit is not repairable a replacement fee of \$1,500-\$5,000 will result.

### **NO CIGARETTES**

**No campfires or open flames near Bounce Houses or Tents**

**NO PETS ALLOWED BY EQUIPMENT**

### **NO REFUNDS AFTER RENTAL EQUIPMENT HAS BEEN ACCEPTED**

**Never** Place a water hose or ANY water in general on any Bounce House unless previously authorized by a representative of Paige's Bounce Houses LLC.

**Rental Agreement applies to all Inventory owned by Paige's Bounce Houses LLC.**

**Please CALL Paige's Bounce Houses, LLC IMMEDIATELY with any questions  
716/200-7958 or 585/409-6365**

I (We) have read and understand the foregoing.

Date: \_\_\_\_\_

LESSEE: \_\_\_\_\_

## Lease and Waiver Agreement

### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of the foregoing lease, LESSEE acknowledges and agrees for himself, herself, and any personal representatives, heirs and next of kin that he/she assumes full responsibility for the safe use and operation of the PROPERTY leases herein during the entire time that the PROPERTY is under LESSEE's care, custody or control. LESSEE warrants and represents that he/she or it will, at all times, supervise the safe use and operation of the PROPERTY leased herein. LESSEE further agrees that he/she is responsible for the full value of the PROPERTY lease herein in the event the PROPERTY is lost, stolen or damaged while in LESSEE's care, custody or control. LESSOR makes no warranties or representations express or implied, about the safety of any or the PROPERTY leased.

IN FURTHER CONSIDERATION of this lease:

#### RELEASE

- 1) LESSEE HEREBY RELEASES, WAIVES, AND DISCHARGES LESSOR, including its agents, servants, employees, officers, directors, and shareholders, from and against any and all claims for damages suffered by any person or entity connected with the use of operation of any of the PROPERTY leased herein. This release is intended to include, but not limited to, liability due to LESSOR's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge LESSOR from all liability for any injury to any and all person(s) and any and all property connected with the lease of the PROPERTY specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to good will, injury to reputation, and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized.

#### INDEMNIFICATION:

- 2) LESSEE shall be in full charge of the safe use and operation of the PROPERTY leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors, and shareholders, harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the PROPERTY lease herein.

LESSEE further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by New York State law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

(LESSEE) Initials \_\_\_\_\_

LIABILITY WAIVER

THE UNDERSIGNED, by his/her signature hereinafter affixed does acknowledge that any physical activities involve some element of personal risk and that, accordingly, in consideration for the undersigned waiving his/her claim against Paige’s Bounce Houses, LLC and their agents, servants, employees, officers, directors, and shareholders, the undersigned will be allowed to participate in any of the above physical activities.

By engaging in this activity, the undersigned acknowledges that he/she assumes the element of inherent risk and, in consideration for being allowed to engage in the activity, agrees to indemnify and hold harmless Paige’s Bounce Houses, LLC and agents, servants, employees, officers, directors, and shareholders, harmless from any liability for personal injury, property damage or wrongful death cause by participation in this activity. Further, the undersigned agrees to indemnify and hold Paige’s Bounce Houses LLC and their agents, servants, employees, officers, directors, and shareholders, harmless from any and all costs incurred including, but not limited to, actual attorney’s fees that Paige’s Bounce Houses, LLC and their agents, servants, employees, officers, directors, and shareholders, may suffer by an actions or claim brought against them by anyone as a result of the undersigned’s use of such facility.

**Returned Check policy:** In the event a check is returned to Paige’s Bounce Houses LLC. for insufficient funds the customer agrees to pay the total rental price as well as an additional \$50.00 fee to Paige’s Bounce Houses LLC. In cash immediately upon notice.

“Frill Value” to be determined at time of incident by LESSOR.

Date: \_\_\_\_\_

Participant Signed (LESSEE): \_\_\_\_\_

Participant Printed (LESSEE): \_\_\_\_\_

Rep signed of Paige’s Bounce Houses, LLC: \_\_\_\_\_

Rep Printed of Paige’s Bounce Houses, LLC: \_\_\_\_\_