

DISCLAIMER/TERMS AND CONDITIONS/WARRANTY

Unit Leased:

Address of Lessee (Customer):

EQUIPMENT, RENTAL & TERMS OF RENTAL AGREEMENT: The undersigned, as Lessee, hires from Jumping Castles and Slides Cairns as Lessor, one Unit identified above.

1. **DELIVERY:** To the address specified above by Lessee (Customer). Lessee grants right to enter the property at the said address ("Delivery Address") for the delivery and subsequent pick up of the unit at the specified time.
2. **TRANSPORTATION EXPENSE:** Except as possible herein, all charges in delivering and subsequent pick up of the unit with respect to Delivery Address is included in the Rental Fee noted above. In the event that the unit is not returned at the appointed time by the Lessee to Lessor then a \$100.00 Transportation Fee shall be automatically imposed.
3. **GENERAL RULES TO FOLLOW DURING USE OF THE UNIT:** (a) Only compatible agree groups and size shall play on the unit at the same time. (b) All riders **MUST REMOVE SHOES** before playing on the Unit. (c) To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED**. (d) **CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE JUMPING CASTLES AND SLIDES CAIRNS UNIT, THE SAFTY OF ALL RIDERS IS YOUR RESPONSIBILITY.** (e) Absolutely no **"SILLY STRING", GUM CANDY< FOOD** or other sticky substances are allowed in the Unit. If upon pick up, such cleaning is required then a \$150.00 cleaning fee shall be automatically imposed. (f) **DO NOT MOVE THE JUMPING CASTLES AND SLIDES CAIRNS UNIT** from the place where it was installed. If the Unit moves, pull the corner back to its original location of installation. **CAUTION: KEEP THE UNIT AWAY FROM SWIMMING POOLS.**
4. **SPECIAL INSTRUCTIONS:** The unit's equipment is reliable. Should the unit begin to deflate (1) the motor may have stopped, in which case, check the cord connections at the outlet near the motor, and remember to keep only the 100 foot extension cord or blockage and check both tubes at the back of the unit for snugness, retie if necessary. (2) If you cannot correct the problem call us on 0447 747 307.
5. **SAFE OPERATION ACKNOWLEDGEMENT:** The lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the unit that is the subject of this rental agreement. The Lessee agrees to observe all safety precautions. The lessee also represents and warrants the safe return of the unit and agrees to pay the full price on the hired items, if it is not returned
6. **MAINTANCE:** The lessee agrees to keep the unit in the same condition as when received.
7. **ALTERATIONS AND ATTACHMENTS:** No alteration in or attachment to the unit will be made without prior written approval of Lessor.
8. **WARRENTY:** The Lessor warrants that 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 and 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. **TITLE TO:** the lessee agrees to keep the Jumping Castles and Slides Cairns unit in his/her custody not to sublease, rent, sell remove form 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.
10. **REALLEASE OF LIALIBILITY:** The Lessee shall be in charge of the units operation, and is fully responsible for its operation as well as the return of the Jumping Castles and Slides Cairns unit is 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 officer, employees and agents free and harmless against any injuries or claims. The lessee shall indemnify the Lessor and its officer, employees and agents from/against any costs incurred due to claims from anyone and for attorneys fees and related costs involving the use and return of the unit, should legal action become necessary.
11. **ENTIRE AGREEMENT:** The rental agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this rental agreement. The receipt of the unit that is the subject of this rental agreement is in good working order and repair and this is so acknowledged by the Lessee.
12. **RAIN POLICY:** During periods of severe weather conditions (i.e. rain, high winds etc.), we reserve the right to cancel your reservations. If the conditions are not too severe we will give you the option to except the unit or not. If you decide to accept the unit for the term of this rental agreement there will be no refunds.

LESSOR: By _____ (Authorized Representative for Jumping Castles and Slides Cairns)

By signature, I accept the terms of this RENTAL AGREEMENT. I also hereby that I heard and understand the supervision and rules required

LESSEE NAME: _____ SIGNATURE: _____