



## BOUNCE HOUSE DELIVERY RENTAL AGREEMENT

This agreement ("Agreement") is made by and between \_\_\_\_\_ ("Customer") and BOUNCE HOUSE DELIVERY, ("Bounce House Delivery LLC").

NOW THEREFORE, the parties hereby agree to abide by and be bound by the following Terms and Conditions with respect to the rental of any equipment from Bounce House Delivery during the term of this Agreement.

1. RENTAL: The rental period ("Rental Period") shall begin on and end on the agreed time.
2. COMPENSATION FOR RENTAL PERIOD. Customer agrees to pay Bounce House Delivery \$\_\_\_\_\_ for the rental of a Bounce House ("Bounce House"). This amount only covers the rental of the Bounce House for the Rental Period. Payment must be received within seven (7) days of the execution of this contract.

3. DELIVERY OF BOUNCE HOUSE: Bounce Houses may be delivered to Customer at Customer's request. Bounce Houses may also be picked up by Bounce House Delivery at the end of the Rental Period. Section 3(a) must be completed in order to secure delivery arrangements.

a. By initialing below, Customer requests the Bounce House to be delivered and picked up by Bounce House Delivery.

Initials: \_\_\_\_\_

Drop off location: \_\_\_\_\_

Pick up location: \_\_\_\_\_

4. USE, MAINTENANCE AND OPERATION: The Bounce House is for use by Customer at the location designated by the Customer on the applicable Rental Agreement, or as otherwise agreed to by Bounce House Delivery, and shall not be removed therefrom, without the prior written consent of Bounce House Delivery. In no event shall Customer assign this Agreement or any Rental Agreement, sublet the Bounce House, or assign any of its

rights or obligations hereunder or to the use of the Bounce House, without the written consent of Bounce House Delivery, which may be withheld in its sole and absolute discretion. Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Bounce House. During the Rental Period, the Customer shall at its own expense maintain the Bounce House and its appurtenances in good repair and operable condition, and return it to Bounce House Delivery in the same condition as received, ordinary wear and tear excepted.

a. Customer agrees to abide by all laws of the State of Florida and the rules and regulations of the Florida Department of Natural Resources in the operation of the rental equipment, and to operate the Bounce House in a safe and reasonable manner.

b. Customer hereby certifies that Customer is familiar with, has experience, and is capable of operating a Bounce House in the State of Florida.

c. Customer shall not allow anyone to operate the Bounce House other than the Customer, unless that other person is authorized to operate a Bounce House in the State of Florida, either possessing a valid driver's license, or an Florida Bounce House insurance certificate, and that person has the capability of operating such a bounce house, in which case, the Bounce House shall be operated only in the presence of the Customer, and in the direction and control of the Customer.

d. Customer agrees to return the Bounce House at the end of the Rental Period with the same amount of gasoline that was in the generator before the Rental Period.

5. WAIVER OF DEFECTS: Customer agrees to make a complete and thorough inspection at the time of pickup and receipt of the Bounce House, and to notify Bounce House Delivery prior to taking possession of the Bounce House of any apparent or observable defects, damages or deficiencies. If no notice of any defect, damage or deficiency is given to Bounce House Delivery, then Customer conclusively acknowledges the Bounce House was in good, safe and normal working condition, and fit for Customer's intended use.

6. LOSS OF USE: If the Bounce House becomes inoperable as a result of improper use during the term of this Agreement, Bounce House Delivery may pick up the Bounce House, and Customer will not be entitled to any refund for hours lost of the Rental Period. If the Bounce House becomes inoperable through no fault of the Customer, Bounce House Delivery will attempt to replace the Bounce House if available, if not, Bounce House Delivery will credit or refund for the period of time remaining on the term of this Agreement, as full and final compensation, and Customer shall not be entitled to any further damages.

7. WARRANTIES: BOUNCE HOUSE DELIVERY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE,

CONCERNING THE BOUNCE HOUSE OR ANY PARTS OR SERVICE PROVIDED. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED SOLELY ON ITS OWN JUDGMENT AND EXPERTISE IN CHOOSING THE BOUNCE HOUSE OR ANY PARTS PURCHASED FOR ITS PARTICULAR USE. BOUNCE HOUSE DELIVERY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE BOUNCE HOUSE AS CHOSEN BY CUSTOMER IS FIT FOR CUSTOMER'S INTENDED USE OR PARTICULAR PURPOSE. CUSTOMER AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS BOUNCE HOUSE DELIVERY FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LAWSUITS, DAMAGES OR OTHER ACTIONS, INCLUDING CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE WHICH MAY ARISE AS A RESULT OF THE TRANSPORTATION OR USE OF THE BOUNCE HOUSE BY CUSTOMER OR ANY OF CUSTOMER'S EMPLOYEES OR AGENTS, UNLESS SUCH LOSS, CLAIM OR LIABILITY IS DUE TO THE SOLE AND EXCLUSIVE GROSS NEGLIGENCE OR WILFUL OR WANTON MISCONDUCT OF BOUNCE HOUSE DELIVERY.

8. LIABILITY OF CUSTOMER: Customer shall be liable for any and all loss or damage to the Bounce House occurring during the Rental Period. Customer shall be liable to Bounce House Delivery for lost rental income resulting from any damage to the Bounce House for times during which the Bounce House may not be used as a result of all loss or damage to the Bounce House during the Rental Period. In the event of any loss or damage to the Bounce House or any accessories, or any accident, bodily injury, death, property damage or other occurrence arising out of Customer's use, storage, possession or transportation of the Bounce House and any accessories, Customer shall immediately notify and report to Bounce House Delivery all details as to the occurrence, event, loss or claim and cooperate with Bounce House Delivery (including any insurers of Bounce House Delivery) in the reporting thereof and the defense of any claims arising out of any loss, claim, event or occurrence.

9. INDEMNITY: Customer hereby indemnifies and agrees to save and hold Bounce House Delivery harmless from any and all claims, liabilities, loss, expense or damage arising out of the ordering, lease, use, condition, or operation of each item of the Bounce House during the Rental Period, including liability for death, injury to persons, damage to property, and strict or tort liability under the laws of any state or the United States, unless the claim, loss, damage, or liability arises out of the sole and exclusive willful or wanton misconduct or gross negligence of Bounce House Delivery.

10. LIMITATION OF LIABILITY: In no event shall Bounce House Delivery be liable to any other party for special, indirect, incidental or consequential damages of any kind or nature or due to any cause, including any liquidated damages that might be incurred by Customer to a third party should the Bounce House fail to perform for any reason.

11. GOVERNING LAW: JURISDICTION: The parties agree that this Agreement and all other documents issued in connection therewith shall be governed by and interpreted in accordance with the laws of the State of Florida. The parties agree that any state or federal

district court located in the City of Fort Myers, Lee County, Florida, shall have exclusive venue and jurisdiction over any dispute, case or controversy arising out of, under, or in connection with this Agreement. Customer shall be responsible for all attorney fees incurred by Bounce House Delivery in the event of a breach of this Agreement.

12. USE/SAFETY. Customer agrees to only allow persons that are trained and authorized in compliance with all federal and state regulations to use or operate the Bounce House. Customer acknowledges Bounce House Delivery is not providing any training or instructions as to the use or operation of the Bounce House.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter of this Agreement. In the event of any conflict between any term of this Agreement and a term of any Rental Agreement, this Agreement shall prevail. This Agreement shall not be modified except by a writing executed by authorized representatives of both parties. All of the Terms and Conditions of this Agreement are severable, and the invalidity of any term, provision or clause shall not affect the validity of the remaining Terms and Conditions.

14. OTHER AUTHORIZED OPERATORS OF THE BOUNCE HOUSE:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Driver's License No: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Bounce House  
Copyright Official  
Delivery (c)  
Document