



Backyard Bouncers

Basic Rules and Guideline

Janesville Based Bounce House Company

Phone: (608) 563-1232

Email: backyardbouncers.wi@gmail.com

Website: www.backyard-bouncers.com

- **If you damage any equipment you will be responsible to pay for repairs or replacement. See the rental agreement for details...**
- **No food or drinks allowed inside the Bounce Houses or on the Water Slide.**
 - Extra cleaning charges will apply based on the amount of additional cleaning needed starting at **\$50 up to \$100.**
- **There must be adults supervising the rides at all times.** Do not overload the Bounce House.
 - Example: 9-10 kids age 7...while 5-6 kids age 12.
- No playing rough while on the rides. No pushing, shoving, flipping, wrestling, climbing nets, leaning on outside walls or climbing on the outside walls of the Bounce House.
- Please use common sense with bigger kids and smaller kids. Try to use separate times for each size/age so they can all enjoy the Bounce House.
- **Call us immediately if something happens (to someone or the equipment) 608-563-1232**
- We are fully insured to operate the Bounce Houses. Information available upon request.
- All payments and signatures must be completed before we set up the rental unit.

*Note: Copy of the rental agreement you signed is on the other side of this page.

Backyard Bouncers, LLC

2222 N. Concord Street
Janesville, WI 53545

Phone: 608-563-1232

Email: backyardbouncers.wi@gmail.com

Website: www.backyard-bouncers.com

Name of Renter: _____

Address: _____

City, State & Zip: _____

Phone: _____ cell/home

Email: _____

Date of Event: ___/___/2017

Time of Event: _____ am/pm until _____ am/pm

Please check what items you are renting from Backyard Bouncers;

- | | |
|---|---|
| <input type="checkbox"/> Party Pack #1 | <input type="checkbox"/> Castle Combo (5 in 1) |
| <input type="checkbox"/> Party Pack #2 | <input type="checkbox"/> Wacky Combo (5 in 1) |
| <input type="checkbox"/> Party Pack #3 | <input type="checkbox"/> Sports Bounce (15x15) |
| <input type="checkbox"/> Party Pack #4 | <input type="checkbox"/> Wacky Castle (15x15) |
| <input type="checkbox"/> Tropical Water Slide (wet) | <input type="checkbox"/> Castle Adventure (15x15) |
| <input type="checkbox"/> Tropical Water Slide (dry) | <input type="checkbox"/> Fun House (13x13) |

Additional items that can be rented from Backyard Bouncers;

- | | |
|--|--|
| <input type="checkbox"/> Chairs (quantity: _____) | <input type="checkbox"/> Tug-o-war Rope |
| <input type="checkbox"/> Tables (quantity: _____) | <input type="checkbox"/> Tent 13x13 |
| <input type="checkbox"/> Table and Chairs Combo
(quantity: _____) | <input type="checkbox"/> Generator |
| <input type="checkbox"/> Bag Toss Game | <input type="checkbox"/> Overnight Charges |

Money Due: Total \$ _____ minus deposit -\$ _____ Remaining Balance \$ _____

Payment Type: **Credit/Cash/Check** # _____ <<<Circle one please

Backyard Bouncers Rental Company, LLC

2222 North Concord Drive
Janesville, WI 53545
Phone (608) 563-1232
Email: backyardbouncers.wi@gmail.com

Rental Agreement

THIS CONTRACT IS MADE AND ENTERED INTO **THIS _____ DAY OF _____ 2017,**

BY AND BETWEEN THE UNDERSIGNED **LESSEE/ATTENDANT**, AND **BACKYARD BOUNCERS RENTAL CO LLC**, HEREAFTER KNOWN AS THE LESSOR AND IS MUTUALLY AGREED THAT THE CONTRACT SHALL BE SUBJECT TO THE INFORMATION IN THIS CONTRACT.

BACKYARD BOUNCERS RENTAL COMPANY, LLC OPERATING PROCEDURE:

- No food, drink, gum, confetti or silly string is allowed in the inflatable equipment. ***Silly String will permanently damage inflatable equipment.***
- The ride should not be operated if wind exceeds 20 mph or in rain or lightning conditions.
- All riders must remove shoes, glasses, hair clips, jewelry, pens, purses, and ANY sharp objects prior to entering.
- Riders should be sorted by similar age, weight, and height range. Larger older children should be segregated from smaller children.
- It is the responsibility of the lessor/attendant to ensure that the equipment is not overloaded.
- The rated weight and occupant capacity should never be exceeded. Please refer to each ride's posted capacity chart, per manufacturer's recommendation.
- No roughhousing or horseplay should be tolerated. No somersaults, diving, wrestling, flips, or rough play shall be permitted at any time. No climbing on the nets or walls is allowed.
- **Anyone who does not obey the rules after being warned will be removed and asked not to re-enter.**

DAMAGES:

If the ride becomes damaged while in your operation, write down what happened, when, and any other details you observed and contact Backyard Bouncers immediately. (608-563-1232) **Do not attempt to continue to operate the ride.**

PARTIES:

THE LESSEE HEREBY ENGAGES LESSOR WHO AGREES TO FURNISH THE ITEMS DESCRIBED UPON THE TERMS AND CONDITIONS SET FORTH HEREIN.

SETUP AND OPERATION:

THERE SHOULD BE A PERSON THAT WILL BE RESPONSIBLE FOR OPERATION OF THE RIDE. INSTRUCTIONS FOR SAFETY AND OPERATION WILL BE REVIEWED AT THE TIME OF SET UP.

SPECIAL PROVISIONS:

THE LESSOR RESERVES THE RIGHT TO CANCEL OUTDOOR ENGAGEMENTS WHEN, IN THE LESSOR'S JUDGEMENT, WEATHER CONDITIONS WOULD BE DETRIMENTAL TO THE LESSOR'S EQUIPMENT.

PROPERTY DAMAGES, NEGLIGENCE, AND/OR ABUSE:

LESSEE AGREES TO BE RESPONSIBLE AND PAY FOR ANY DAMAGES OR THEFT OF **BACKYARD BOUNCERS RENTAL CO LLC** EQUIPMENT/S. IF DAMAGE IS INCURRED WHILE THE EQUIPMENT IS IN THE POSSESSION OF THE LESSEE OR AT THE LOCATION DIRECTED BY LESSEE.

- DAMAGE COSTS MAY VARY BUT ARE ESTIMATED AS FOLLOWS:
 - \$50-\$100 FOR EXCESSIVE CLEANING FEES
 - \$200-\$500 FOR REPAIRS
 - \$3500 FOR THE UNIT IF NOT REPAIRABLE/STOLEN.

RISK:

LESSEE ASSUMES ALL RESPONSIBILITY FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY, AND AGREES TO RELEASE AND HOLD BACKYARD BOUNCERS LLC HARMLESS FOR ANY AND ALL CLAIMS, OF WHATSOEVER NATURE, ARISING OUT OF USE OF THE RENTAL EQUIPMENT WHILE IN HIS/HER CUSTODY. IN THE EVENT THAT THE RELEASE AND HOLD HARMLESS AS CONTAINED HEREIN IS HELD UNENFORCEABLE FOR ANY REASON, LESSEE HEREBY AGREES TO A LIMIT ON ANY DAMAGES CLAIMED BY LESSEE TO THE TOTAL PAID TO BACKYARD BOUNCERS LLC FOR THE RENTAL.

By initialing this page states that you have read this page and agree to the terms described above.

LESSEE INITIALS: _____

Backyard Bouncers Rental Company, LLC

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Email: backyardbouncers.wi@gmail.com

Rental Agreement continued...

HOLD HARMLESS PROVISION

LESSEE (Renter) AGREES TO INDEMNIFY AND HOLD *LESSOR* (Backyard Bouncers Rental Company, LLC)

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 MANUFACTURER, 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 ITS CONTROL OR KNOWLEDGE.

THIS RELEASE IS INTENDED TO DISCHARGE LESSOR FROM ALL LIABILITY FOR ANY INJURY TO ANY AND ALL PERSON(S) AND ALL PROPERTY CONNECTED WITH THE LEASE OF THE PROPERTY SPECIFIED HEREIN. THIS INCLUDES, BUT IS NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF PROPERTY, PHYSICAL INJURY, DEATH, ENJOYMENT OF LIFE, LOSS OF PROFITS, INJURY TO GOODWILL, INJURY TO REPUTATION AND ALL OTHER FORMS OF CONSEQUENTIAL INJURY AND DAMAGE, REGARDLESS OF HOW SUCH INJURY OR DAMAGE IS CALLED OR CHARACTERIZED. LESSEE WAIVES ALL RIGHTS TO SUE BACKYARD BOUNCERS LLC FOR ANY INJURY A CHILD OR ADULT MAY SUFFER DUE TO NEGLIGENCE OR ANY OTHER CAUSE.

LESSEE SHALL BE IN FULL CHARGE OF THE SAFE USE AND OPERATION OF THE PROPERTY LEASED HEREIN AND PROMISE AND AGREE 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 LEASED HEREIN.

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.

By signing this agreement/contract, I agree/understand to all the statements written above. I have inspected the equipment and they are in properly working order upon taking responsibility of the items.

LESSEE SIGNATURE: _____ DATE: ____/____/2017