

RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is entered into between HIGH MOUNTAIN BOUNCERS, LLC, an Arizona limited liability company ("HMB"), and RENTER.

_____ Renter's Name _____ Physical Address _____ City/State/Zip _____ Phone Number	Billing Information (circle one): VISA MC <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> <td style="width:25px; height:20px;"></td> </tr> </table> Account Number Expiration Date _____ _____ Cardholder Name _____ Credit Card Billing Address _____ City/State/Zip _____ Cardholder's Signature																				

To be completed by High Mountain Bouncers, LLC

_____ Equipment Rented Rental Fee: \$ _____	_____ Rental Begins (Date & Time) _____ Rental Ends (Date & Time)
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Safe Operating Procedures

1. **Do not leave the unit unattended while in use. The unit must be deflated, unplugged and covered if unattended.**
2. **Do not operate the unit in high winds (gusts more than 25 mph) or inclement weather.**
3. **Do not wear shoes inside the unit.**
4. **The only things allowed inside are people and equipment approved by High Mountain Bouncers, LLC. No food, drink, gum or toys of any kind.**
5. **No sharp objects, including eyeglasses or loose fitting jewelry.**
6. **All participants must be of similar size. For example, do not mix young children with teenagers.**
7. **Observe capacity limits. The maximum capacity of the unit is as follows:**

<u>Unit</u>	<u># of small children</u>	<u># of medium children</u>	<u># of teens</u>
13' bouncer	6-8	4-6	3-4
15' bouncer	8-10	6-8	3-4
15' combo unit	6-8	4-6	2-3

8. **Assist participants in entering and exiting the unit.**
9. **Renter should stay close to the entrance of the unit to control access and monitor activity inside. Renter controls the operation of the unit. Removing participants who do not obey the rules is a safety measure designed to protect all participants.**
10. **It is the duty of the Renter to enforce all Safe Operating Procedures**

Evacuation Instructions

Should it become necessary to evacuate the unit, observe the following rules:

1. Do not panic. It is important the participants see you remain calm and in control so they do not panic themselves. Have them exit in an orderly fashion.
2. Once all participants have exited the unit, turn off the blower to deflate the unit and disconnect power to the blower.
3. Cover the unit and the blower with a tarp to protect them from rain. If no tarp is available, the unit may be folded over onto itself.

In Case of Power Failure

1. Stay calm and have the participants exit the unit immediately.
2. Check the blower switch, the blower plug and extension cord, if used. Make sure all connections are secure. Check the circuit breaker panel.
3. If power is not restored, unplug the unit and call HMB immediately at the number on the bottom of this page.

In Case of Damage to the Unit

1. If the unit is ripped or punctured and begins to deflate, stay calm and have the participants exit the unit immediately
2. Turn off the blower and unplug the unit.
3. Note exactly what happened, how many participants were in the unit and any unusual circumstances.
4. Call HMB immediately at the number on the bottom of this page.

Additional Rental Terms

1. Renter acknowledges that Renter has been instructed about the safe operation of the unit. Renter agrees to observe all Safe Operating Procedures.
2. Renter agrees to return the unit in the same condition as when received, ordinary wear accepted. No alterations or attachments to the unit will be made.
3. Renter is responsible for any damage to or loss of the unit (including loss by theft). Renter agrees to pay, in addition to the Rental Fee, the following amounts:
 If the unit is return unclean, a cleaning fee up to \$100.00.
 If the unit is returned damaged, a repair fee up to \$500.00.
 If the until is not reparable, of if it is not returned, a replacement fee up to \$4,000.00.
4. Renter shall not sublease, rent or sell the unit, nor permit the unit to be removed from Renter's premises. Renter hereby authorizes HMB to enter Renter's property in order to set up or remove the unit.
5. In case of inclement weather, Renter shall have the right, prior to set up of the unit by HMB, to cancel or postpone the rental. Once HMB sets up the unit, no refunds shall be given.
6. **It is Renter's responsibility to inform the participants and their parents that they do so at their own risk and that if any injury to a participant should occur, HMB, it's employees, subcontractors, owners, officers and agents shall not be held liable for any such injury and/or resulting damage.**

Release of Liability and Waiver of Damages

- A. **Renter understands and acknowledges that the intended use of the units and other equipment furnished by HMB may be hazardous to participants regardless of any safety measures taken. This is true even if all of the Safe Operating Procedures are followed. It is especially true if those procedures are not followed. All participants use HMB equipment at their own risk, and Renter shall inform all participants and their parents that use of HMB equipment is at the risk of the participant. Injury may occur in many ways, including but not limited to the following: falling into or out of the unit; colliding with other participants or foreign objects inside the unit; becoming entangled or trapped inside the unit if it deflates.**
- B. Renter agrees to indemnify and hold harmless HMB, its employees, subcontractors, owners, officers and agents, from any and all claims, actions or proceedings for costs, expenses, damages or other liability, including reasonable attorneys' fees, arising by reason of personal injury, including death, or property damage, in connection with or resulting from the use of HMB equipment. This release of liability applies to all phases of the relationship between Renter and HMB, including the manufacture, selection, delivery, possession, use and operation, or return of HMB's equipment.
- C. Renter waives any and all consequential damages, including such damages resulting from any negligent act or omission of HMB.
- D. Under no circumstances shall HMB be liable to Renter or any of Renter's guests (including any participants) for an amount greater than the Rental Fee stated above.

RENTER, BY SIGNING BELOW, ACKNOWLEDGES THAT RENTER HAS READ AND UNDERSTOOD THE TERMS OF THIS RENTAL AGREEMENT, AND THAT RENTER AGREES TO ABIDE BY THESE TERMS AND TO BE BOUND BY THIS AGREEMENT. RENTER FURTHER ACKNOWLEDGES THAT THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND THERE ARE NO MATERIAL WRITTEN OR ORAL MODIFICATIONS TO THIS AGREEMENT.

_____ Date: _____
Renter's Signature

Acknowledgement of Receipt

Renter hereby acknowledges that Renter has received and inspected the unit, and that it is in good condition as of the date and time of set up.

_____ Date _____
Renter's Signature