

A Higher Bounce



Isaiah 55:9
Rental Contract

All information on this form is safe, secure and encrypted to protect your personal information. Complete entire form, email or fax (922-0781) to AHB. We confirm by email within 24 business hours. 25% Credit card deposit required on all rentals.

Event Date: _____ Event Time: _____ to _____ Day of the Week: _____

Contact Person: _____ Daytime Phone# _____ Evening # _____

Contact # for event date: _____ Cell #: _____ Fax # _____

Event Address: _____ City: _____ Zip: _____

Type of Event: _____ Email Address _____

IF OTHER THAN RESIDENTIAL PARTY:

Name of Company, Organization, Church or School: _____

Address: _____ City: _____ Zip: _____

Estimate or Invoice Number if provided by AHB _____

<u>Inflatables Requested:</u>	<u>Games Requested:</u>	<u>Concessions and Amounts Requested:</u>
Items _____	Items _____	Items _____
Items _____	Items _____	Items _____
Items _____	Items _____	Items _____
Items _____	Items _____	Items _____
Items _____	Items _____	Items _____

Circle or check set up area. _____ Grass _____ Pavement _____ Indoors/Gym ** No Gravel, Sand, Dirt, Mud, or Mulch

Obstacles to setup? _____ Steep Driveway _____ Steps _____ Landscaping _____ Steep Hill _____ Pet Feces _____ Toys

Can AHB drive to within 75 ft of setup area? Y N We use cargo vans and pickup trucks w/cargo trailers for delivery

Units set up within 75 feet of a normal electrical outlet? _____ Is a generator needed? _____

Yes No I choose to supply my own attendant(s) Circle One

Yes No I choose to hire **A Higher Bounce** Attendant(s) for \$22/hour. Circle One

Yes No I would like the **CASH** Discount of 5% (**on Inflatables Only**) **25% credit card deposit required**

Secure Credit Card Info

Name on Card:	Visa or MC Only	
Credit Card #:	Billing Zip Code	
Billing St Address	Exp Date:	Security Code:

It is Renter/Clients responsibility to contact 811 via phone 1-800-632-4949 or website www.nc811.org to have set up area marked for water, sewer, cable, utility, or other lines. Sprinkler lines are to be marked by Renter/Client. AHB is not responsible for damage to any underground lines that are not properly marked. Please initial _____ 72 Hour Notice Required

Rental Contract/Release of Liability/Hold Harmless

NOTE: You will be contacted 24-48 hours before your event date with the delivery time
Customer/Renter is responsible for having any underground utilities or sprinkler systems marked prior to our delivery. Call 1-800-632-4949 or visit this website: www.nc811.org 72 hour notice required

- All leased equipment requires **mandatory adult supervision** at all times.
- The Customer, Receiver, and User of the leased equipment understands and, agrees to provide an attendant who is trained in the operation and safety of the leased equipment.
- **Customer** will provide its own liability insurance, unless otherwise specified.
- **Customer** is responsible for the full new cost replacement value of the new leased equipment in the event of theft, vandalism, fire, or any act, which damages or destroys the leased equipment.
- All rentals are to be paid by Visa, Master Card, or Cash. A **\$150** service fee will be charged for all returned checks. Payment in cash is required upon notification of returned check. A *minimum* charge of \$75, *plus* attorney fees, and other expenses associated with the collection of the payment, will be incurred in the event the cash payment is not received.
- Failure to comply with the terms of this agreement, failure to make payment, or failure to return leased equipment to **Margaret Hemric DBA AHB** as agreed, shall make the **Customer** liable to **Margaret Hemric DBA AHB** for additional one-day rental fee [per day] until all equipment is returned, as well as, all legal, court, and attorney fees incurred in order to obtain return of said equipment.

Pre-existing Health Conditions: WARNING - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, individuals with pre-existing injuries and health conditions (including participants in casts), small infants, and others who may be susceptible to Injury from falls, bumps or bouncing are not permitted in the unit at any time,

General Release/Indemnity/Hold Harmless: X _____ c/o _____,

understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **Margaret Hemric DBA A Higher Bounce** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, excluding those attributable to the negligence of **Margaret Hemric DBA A Higher Bounce**. Should **Margaret Hemric DBA A Higher Bounce** or anyone acting on behalf of **Margaret Hemric DBA A Higher Bounce** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Margaret Hemric DBA A Higher Bounce** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Margaret DBA A Higher Bounce**, it is agreed to do so solely in the State of North Carolina. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by **Margaret Hemric DBA A Higher Bounce** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **Margaret Hemric DBA A Higher Bounce** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

1. Identity of parties: For the purposes of this Rental Agreement. "**AHB**" shall mean **A Higher Bounce**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the Contact or Organization box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

2. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Margaret Hemric DBA AHB** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as **Event Time** on the first page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by **Margaret Hemric DBA AHB**. If the Equipment is delivered by **Margaret Hemric DBA AHB** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

3. Weather: **Margaret Hemric DBA AHB** cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, rain, snow, and lightning. In the event of severe weather during a rental, customer agrees that they will unplug the inflatable, allow it to deflate, cover with tarp provided by **Margaret Hemric DBA AHB** and not use the inflatable until the severe weather ends. We no longer refund any deposits for weather related cancellations – All deposits will be transferred to a rescheduled event up to 120 days out.

4. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to **Margaret Hemric DBA AHB** for any and all damage, which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, sand, food, paint, silly string, mud, clay, or other materials.

5. Possession/Title: Customers right to possession of the Rental Equipment begins when the items are delivered to Customer's premises and terminates on the actual pick up by **Margaret Hemric DBA AHB**. Retention of leased items or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **Margaret Hemric DBA AHB** the **FULL NEW COST REPLACEMENT VALUE** for Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Margret Hemric DBA AHB**. Title to the rental items is and shall remain in **Margaret Hemric DBA AHB**. Customer agrees to keep the Rental Equipment in their custody and control from the time of **Margaret Hemric DBA AHB's** delivery of the items, until **Margaret Hemric DBA AHB** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Margaret Hemric DBA AHB** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **Margaret Hemric DBA AHB** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **Margaret Hemric DBA AHB** immediately.

a)-General Misuse: Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by **Margaret Hemric DBA AHB**, never place a water hose, water, sand, or any unapproved substance in general on to the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

b)-Negligence, Abuse, or Cleaning: These fees may be assessed for negligence, abuse, or cleaning of inflatables, games, concessions, or other equipment.

1. Food, Drink, Sand, Silly String, face paint or any other substance which requires cleaning, or causes damage, could result in a \$100-\$5000 Fee.
2. Negligence, abuse, or damage to units could result in a \$500-\$15,000 Replacement or Repair Fee.
3. If unit is not repairable, a FULL REPLACEMENT VALUE FEE of \$500-\$15,000 could result
4. Any tape or tape residue will result in a \$100 - \$500 Cleaning Fee.
5. If Inflatable is not covered during rain (either with the tarp provided or following verbal instruction) there will be a \$100 drying/cleaning fee.
6. Any Mud or Sand in or on Unit could result in a \$100 - \$500 Cleaning Fee.

6. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at **(336) 399-5445 or (336) 287-0924 or (336) 922-9125**.

7. Cancellation/Refund Policy: Customer will receive a full refund of deposit if customer cancels 30 business days prior to event date. If CUSTOMER CANCELS WITHING 15-29 DAYS PRIOR TO EVENT, CUSTOMER IS RESPONSIBLE FOR 50% OF THE TOTAL RENTAL. If customer cancels less than 15 business days prior to event date, CUSTOMER IS RESPONSIBLE FOR 100% OF THE TOTAL RENTAL. No Refunds. Rain Checks, or Deposit Refunds will be issued *after* the equipment has been delivered, even if the equipment is not used. **All Weather and Non Weather Cancellations can reschedule their event within 120 days, of original event date. The deposit is 100% non-refundable.**

(A) If the equipment malfunctions or is inoperable, it is the sole responsibility of the customer to notify **Margaret Hemric DBA AHB** immediately. **If Margaret Hemric DBA AHB** is not notified and given a chance to correct the problem, No Refund will be given.

8. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parishes, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining all permits and/or licenses from the appropriate government agencies prior to use.

9. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

10. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

11. Severability: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

12. Entire Agreement: This Agreement constitutes the full agreement between **Margaret Hemric DBA AHB** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

Signature

Date

Print Name