

Jumpin J's Moonbounce, Inc.

This contract is made and entered into this _____ day of _____ 2007 by and between the undersigned Lessee, and **Jumpin J's Moonbounce, Inc.**, hereafter known as the Lessor and is mutually agreed that the contract shall be subject to the information in this contract.

PARTIES: The Lessee hereby engages Lessor who agrees to furnish the items described upon the terms and conditions set forth herein.

DEPOSIT: A deposit of \$50.00 shall be delivered to and in the name **Jumpin J's Moonbounce, Inc.**, upon signing of this contract. The items mentioned in this contract are not reserved for the Lessee until this deposit is received. This deposit is not refundable unless the rental cancellation is received 10 days prior to the rental.

BALANCE: the remaining balance due upon arrival at the event.

TIMING AND FEES: The reserved rental shall be delivered no later than 30 minutes before the requested start time unless both parties agree upon other arrangements.

The equipment should be empty of riders at the requested end time. An additional hour will be charged if the pick up agent must wait for the equipment to be vacated.

SETUP AND OPERATION: Lessee should be the person who will be responsible for operation of the ride. Lessee is responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at the time of setup.

AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!

SPECIAL PROVISIONS: The Lessor reserves the right not to perform outdoor engagements when, in the Lessor's judgment, weather conditions would be detrimental to the Lessor's equipment. This includes but is not limited to wind, rain, or mud.

***A representative from the Lessor will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event the deposit is not refundable. At the time of this call, if the Lessee chooses not to have the equipment delivered due to weather concerns, the full deposit will be returned.**

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to rentals equipment, if damage is incurred while the equipment is in the possession of the Lessee. Damage fees vary but are estimated below:

Bounces: \$50-100 for cleaning fees
 \$200-\$500 for repairs
 \$3500 if the unit is not repairable

No food, drinks, animals, shoes, or sharp objects are allowed in the rental at any time. The operator is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit.

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal. The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that they do so at their own risk and that, if any injury occurs to the person(s) using, operating or renting the equipment. Jumpin J's Moonbounce, INC., its employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries and /or resulting damages and, further, shall indemnify **Jumpin J's Moonbounce, Inc.**, in the event they are held liable for any injuries and or resulting damage.

This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriated parties.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact the Lessor at (240) 832- 1150 immediately in order to expedite the problem. If Lessee fails to contact us the Lessor is not responsible for any refunds.

HOLD HARMLESS PROVISION-LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COSTS, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES ARISING BY REASON OF INCLUDING BUT NOT LIMITED TO, PERSONS OR PROPERTY , IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO , THE MANUFACTUREM 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 OPERATION THE EQUIPMENT AND IS DEMMED BY A COURT OF LAW TO BE NEGLIGENT IN IT' ACTIONS. LESSOR CANNOT UNDER ANY CIRCUMSTANCES BE HELD LIAVLE FOR INJURIES AS A RESULT OF ACTS OF GOD, NATUREM OR OTHER CONDITIONS BEYOUND ITS CONTROL OR KNOWLEDGE.

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, LESSEES 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 EQUIPMNET AND /OR PROPERTY LEASED BY LESSEE FORM LESSOR. BY SIGNING THIS CONTRACT, LESSEE AGREES THAT ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE ARE HEREBY SICLAIMED BY SIGNING THIS CONTRACT, LESSEE AGREES THAT NO EXPRESS WARRANTY AS TO THE CONDITION RO PERFORMANCE OF ANY EQUIPMENT AND /OR PROPERTY LEASED BY LESSEE IS HEREBY DICLAIMED.

MERGER CLAUSE- THIS SIGNED CONTRACT INCOMPASSES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND THE LESSEE. NO AMENDMENT, WHEATHER FROM PREVIOUS OR SUBSEQUENT NEGOTIATIONS BETWEEN THE LESSEE AND THE LESSOR, SHALL BE VALID OR ENFORCEABLE UNLESS IN WRITING AND SIGNED BY ALL PARTIES TO THIS CONTRACT, THE INVALIDITY OR UNENFORCEABLEILITY OF ANY PARTICULAR PROVISION OF THIS AGREEMENT SHAT NOT EFFECT THE OTHER PROVISIONS HEREOF.

Lessee Signature _____

Date of Event:

Phone Number:

Lessee:

Address of Event:

Setup Time:

End Time:

Reservation Details:

I understand and acknowledge that the activity to be engaged in through my rental of the aforementioned inflatable play structure/ride, brings with it both known and unanticipated risks to myself and my guests and/or invitees. Those risks include, but are not limited to falling , slipping , crashing and colliding , and could result in injury, illness, emotional distress, death, and and/or property damage to myself or my guests and invitees.

I voluntarily release, indemnify, hold harmless and discharge **Jumpin J's Moonbounce, Inc.**, from all liability , claims, demands, actions, or rights of actions, whether personal to me or to a third party which are related to , arise out of , or are in any way connected with my rental of the inflatable, including those allegedly attributable to negligent acts or omissions . I agree to reimburse any reasonable attorneys fees and costs which may be incurred by **Jumpin J's Moonbounce, Inc.**, that I am renting from in the defense of any such liability claim, demand, action or right of action.

In the event that I file a lawsuit against **Jumpin J's Moonbounce, Inc.**, I agree that the substantive law of Maryland, In which **Jumpin J's Moonbounce, Inc.**, reside shall apply in that action without regard to the conflict of law of that state. I acknowledge that I have adequate homeowner's insurance, tenant insurance, and /or other liability insurance to cover any bodily injury or property damage, which might occur to my guests, my invitees, or myself from the rental and use of the aforementioned inflatable / equipment.

**** PLEASE SEE NEXT PAGE ****

RULES & REGULATIONS GOVERNING THE RENTAL OF EQUIPMENT

Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable bouncer at the same time:

UNIT SIZE	CHILDREN 8 & UNDER	CHILDREN 9 TO 12	OLDER TEENS	ADULTS
13X13	8	5-6	3-4	3
15X15	10	6-8	4-5	4
SLIDE	1	1	1	1
Combo	10	7-8	5-6	4

All riders **MUST REMOVE SHOES** before playing in or on the inflatable.
To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED.**

The safety of the children depends on you. Your personal supervision is absolutely required. As the lessee of this inflatable unit, the safety of all the riders is your responsibility.

Absolutely no Sill String, gum, candy, food, or other sticky substances are allowed in or on the inflatable unit. If upon pick-up of the unit, cleaning is necessary due to the presence of such substances, a \$50.00 cleaning fee will be imposed.

Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries and other susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit injury at any time.

Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back original location of installation. Keep the inflatable unit away from swimming pools.

Should the unit begin to deflate, do the following: First, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

No alteration in or attachments to the inflatable unit are allowed, period.

Lessee agrees to keep the inflatable unit in his/her possession at all times. Lessee is, under no circumstances, allowed to sublease, rent, sell, remove from the delivery address or other transfer the inflatable unit. The inflatable 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.

Weather Policy: During periods of severe weather conditions (heavy rain or high winds), we reserve the right to cancel your reservations and give you a full refund of any funds paid for us. If conditions are not to severe, you will have the option of keeping or canceling your reservations. If you decide to keep the reservation, there will be no refunds, discounts, or rain checks.

Inclement Weather: Once there is a threat of inclement weather including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present) , or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and allow the unit to be deflate.

Returned Check Policy: In the event that a check is returned to **Jumpin J's Moonbounce, Inc.**, for insufficient funds, a customer agrees to pay the total rental price as well as an additional \$30.00 fee to **Jumpin J's Moonbounce, Inc.** in cash immediately upon notice.

I, the lessee, acknowledge that I have been instructed about and full understand how to safely operate the inflatable unit that I have rented. I agree to observe all safety precautions.

I acknowledge and certify, with my signature below, that I have had sufficient opportunity to thoroughly read this document, that I understand its content and that I execute it freely, intelligently, and without duress of any kind and agree to be bound by it's terms.

Leasing Co. Name: Jumpin J's Moonbounce, Inc.,
Leasing Co. Address: P.O. Box 44147
Fort Washington, Maryland 20749

Lessee: _____

Date: _____

I, the undersigned, understand and acknowledge that play on an amusement device entails both know and unknown risk 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 **Jumpin J's Moonbounce, Inc.**, 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, including those allegedly attributable to negligent acts or omissions.

Should **Jumpin J's Moonbounce, Inc.**, or anyone acting on behalf of **Jumpin J's Moonbounce, Inc.**, be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Jumpin J's Moonbounce, Inc.**, harmless for all such fees and costs. In the event I, the undersigned or any of my participants file a lawsuit against **Jumpin J's Moonbounce, Inc.**, it is agreed to do so solely in the State of **Maryland**.

I agree that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in the full force and effect. In consideration of being permitted by **Jumpin J's Moonbounce, Inc.**, to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **Jumpin J's Moonbounce, Inc.**, from any and all claims which are brought the undersigned and /or their participants which are in any way connected with such use of participation.

A set of Rules and Directions are either displayed on the bounce house/unit 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).

I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Rental Agreement and Acknowledge of Risks, that I understand its content and that I execute it freely and without duress of any kind and agree to the terms herein stated.

Signature

Date