

Boone Enterprises Inc
2442 W Clemmons Rd
Winston Salem, NC 27127

Rental Agreement Release of Liability/Hold Harmless

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **Boone Enterprises Inc.** has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

2. General Release/indemnity/hold harmless: I 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 **Boone Enterprises 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 **Boone Enterprises Inc.** or anyone acting on behalf of **Boone Enterprises Inc.** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Boone Enterprises Inc.** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Boone Enterprises Inc.**, it is agreed to do so solely in the County of Forsyth 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 **Boone Enterprises Inc.** to use its equipment and/or facilities, the undersigned and its participants agree to indemnify and hold harmless **Boone Enterprises Inc.** 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:

3. Identity of parties: For the purposes of this Rental Agreement. "**J.W. Boone Enterprises Inc.**" shall mean **Boone Enterprises Inc.**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "Customer" box on the invoice page of this agreement, as well as the person signing the

agreement (if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Boone Enterprises Inc.** 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 Date of the Event and Hours of the Event on the invoice 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 **Boone Enterprises Inc.**. If the Equipment is delivered by **Boone Enterprises Inc.** the Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

5. Returned Check policy: In the event that a check is returned to **Boone Enterprises Inc.** for insufficient funds customer agrees to pay the total rental price as well as an additional \$30.00 fee to **Boone Enterprises Inc.** in cash immediately upon notice.

6. Weather: Boone Enterprises Inc. 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 or other equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightning. In the event of severe weather during a rental, customer agrees that he /she/they will unplug any and all equipment rented from Boone Enterprises, and not use the equipment until the severe weather ends.

7. Delivery: Boone Enterprises Inc. shall deliver the Rental Equipment to Event Location specified by Customer as listed on the invoice page of this Agreement. Customer grants to **Boone Enterprises Inc.** true right to enter the property at address for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Deliveries will only be made from our truck to solid surfaces that can be reached by driving our truck to the location that is desired by customer for set up of the rented item or items. Boone Enterprises assumes no responsibility for damage to your yard.

8. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

9. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by **Boone Enterprises Inc.**. Retention of possession, or any failure to permit the pick up 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 **Boone Enterprises Inc.** the full replacement value for each piece of 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 **Boone Enterprises Inc.**. Title to the rental items is and shall remain in **Boone Enterprises Inc.**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Boone Enterprises Inc.'s** delivery of the items, until **Boone Enterprises Inc.** 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 Event Location, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Boone Enterprises Inc.** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. In the event that the equipment is stolen the customer agrees to pay the regular rental rate for

each item stolen until the items are replaced in Boone Enterprises inventory. Customer hereby agrees to indemnify, defend, and hold **Boone Enterprises Inc.** 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 Event Location, Customer shall notify **Boone Enterprises Inc.** immediately.

10. 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 **Boone Enterprises Inc.** 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, non approved food, paint, silly string (see Paragraph 12 section C), mud, clay, or other materials.

11. Equipment Problems: Should any equipment develop a problem, become inoperable or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment and immediately notify Boone Enterprises to give us a chance to correct the problem. If you fail to notify Boone Enterprises no credit will be issued.

A. Inflatable's: 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 reinflate the unit prior to permitting anyone to use the unit.
- 4) If you cannot correct the problem, call our office **336-765-6863 or 336-462-0798 or 336-462-1051.**

B. Dunking Booth filling the dunking booth with water is the customer's responsibility

- a. Make sure the water level is at or just below the strike arms.
- b. Levelers are tight
- c. Wheels scotched
- d. Tension adjustment screw located under the seat is set properly
- e. If you cannot correct the problem, call our office **336-765-6863 or 336-462-0798**

C. Cotton Candy, Sno-Kone, Popcorn, other rented equipment

- a. Check power or breaker
- b. If you cannot correct the problem, call our office **336-765-6863 or 336-462-0798**

12. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment:

- A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times;
- B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES;
- C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by **Boone Enterprises Inc.** and shall be immediately due and payable by Customer.
- D) **WARNING** - extra caution and supervision are required for children ages three (3) and under,

- E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate,
- F) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, individuals with pre-existing injuries or 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.
- G) Do not move the inflatable from the location where set-up;
- H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure;
- I) Do not let the inflatable unit rub up against any surface.

For other questions regarding the safe installation of equipment, please call our office at **336-765-6863** or **336-462-0798**.

13. Limited Warranty: Boone Enterprises Inc. warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject solely to this warranty.

Boone Enterprises Inc. sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when **Boone Enterprises Inc.** determines that it does not conform to this warranty. **Boone Enterprises Inc.** makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **Boone Enterprises Inc.** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, Installation of, use of, or any failure of the rental equipment. **Boone Enterprises Inc.** shall not be responsible for any defect or failure unknown to **Boone Enterprises Inc.** at the time of delivery.

14. Cancellation Policy: Customer is responsible for 50% of the total rental. If the customer cancels less than 15 business days prior to the event customer is responsible for 100% of the rental. **Boone Enterprises Inc.** will keep the deposit but customer may apply it to a future rental within 6 months. No refunds or rescheduling will be honored after the equipment has left our warehouse, even if the equipment is not used. All weather cancellations must be made by calling Boone Enterprises office by 8:00 AM on the day of the event if no answer leave message.

15. 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, parish, 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 any all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, Boone Enterprises Inc. shall be entitled to recover reasonable attorney's fees and court costs.

17. 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.

18. Severability: If any of the terms or conditions of this Agreement are 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.

19. Entire Agreement: This Agreement constitutes the full agreement between **Boone Enterprises Inc.** 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.

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from Boone Enterprises Inc.. To ensure safe operation of the rented you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from Boone Enterprises Inc. before you begin use of the equipment.

Supervision: The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the customer/lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

Age Groups: 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 unit at the same time:

BOUNCER-- CHILDREN UP TO AGE 7: 4-6

CHILDREN AGES 8 – 12: 3-5 COMPARABLE WEIGHT, HEIGHT, and SIZE

INDIVIDUALS OVER 12: 2 COMPARABLE WEIGHT, HEIGHT, and SIZE

Shoes/Glasses/Jewelry: All riders MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY before playing in the inflatable.

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

Flipping/Wrestling/Piling: Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

Installation: 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 to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

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 the unit allowed to deflate.

Deflation: Should the unit begin to deflate, do the following:

First, have all children exit the unit immediately.

Next, 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.

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

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 a Boone

Enterprises Inc. representative, never place a water hose or water in general onto 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.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$300 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable a fee of \$3000-\$15,000 could result.
4. Any tape or tape residue will result in a \$ \$100 – 500 Cleaning fee
5. If any inflatable is not covered during rain (either tarp or following verbal instructions) there will be a 100.00 drying/cleaning fee.
6. Any mud or sand in or on unit could result in \$100 – 500 Cleaning fee

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 _____

Birthday Party Rentals

NOTE: Driver may arrive as early as 7:00 AM on the date of your event. Driver pick-up time is approximate, may be at the "end" of the "Rental Period" or as late as 11 pm to pick up the equipment. Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.