



Bounce-A-Roo Limited Liability Corporation – P.O. Box 5903 – Brandon, Mississippi 39042 – (601)-624-8787/ 1-888-330-JUMP

Terms & Conditions / Rental Agreement / Order Confirmation

(I) Release of Liability Of Inflatable Games: All customers are required to sign a Waiver and Release form prior to the delivery or Pick-Up of any equipment provided by Bounce-A-Roo Limited Liability Corporation.

(II) Payment Terms: (a) Payment is due in full in cash upon delivery of the equipment. If credit card or debit card is used for payment, such payment must be made in person or over the phone for which a 3% charge is applied to all orders. (b) Checks, money orders and cashiers checks must be received at least five (5) days after making reservations to insure your reservation. (c) All orders of \$100.00 or more require a 50% non-refundable deposit. However, we will issue store credits in the event of bad weather on the day of the event only. (d) Upon delivery of the equipment, delivery drivers are allowed a max of five (5) minutes waiting period prior to collect payment. For every one (1) minute after the first five minutes the customer will be charged a \$1.00 fee, which is applied to the next customers' equipment discount for our late arrival due to customer delays in payment. Keep payment in hand and ready for the delivery personnel.

(III) Delivery: The projected delivery time is our reasonable estimate. Bounce-A-Roo Limited Liability Corporation shall not be liable for damages or for delays in delivery arising from causes beyond its control and without its fault or negligence including, but not limited to, acts of god, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, customer payment delays, and severe weather.

(IV) Reservations: Equipment is reserved on a first come first serve basis, applicable for both phone orders and online orders. Cancellation without penalty is applicable only because of bad weather on the date of the event; otherwise the 50% deposit is non-refundable or the customer's credit card on file will be charged 50% of the rental fee. Prices are subject to change during certain holidays. Ask a representative for details in advance.

(V) Weather Guarantee Policy: To protect our customers from losing their deposits in the event of bad weather, on the date of the event only and prior to delivery customers may re-schedule their events for another date and receive only store credit towards a rental anytime in the future. No cash refunds will be issued.

(VI) Re-stocking Fee: A 10% re-stocking fee is applied to all orders for date change requests if the newly requested date is available and changes are made. If we attempt to deliver equipment and the equipment does not fit the site or location in which you specified the 10% re-stocking fee applies. You can obtain inflatables' dimensions on our website or in our catalog to measure your area prior to delivery. After setup, if we move equipment again a \$25 fee per unit is applied.

(VII) Customer Pick-Ups: Pick up customers Are not guaranteed dry or grass & leaf free units. This service comes standard with delivery only. In an effort to keep rental rates at the lowest possible prices, we expect each and every customer to return units in good clean condition. If units are returned in unsanitary or unclean conditions, a \$25.00 cleaning fee is applied. Please inspect your rental prior to usage and report damages to us before usage begins, otherwise the customer is responsible for all damage to the units. In the event a customer is not capable of returning equipment for any reasons he or she will be assessed the following fees: Late return \$25.00, Mileage \$1.00 per mile each way calculated from equipments location, Labor cost \$15.00 per hour pro-rated accordingly.

(VIII) Colors: Colors may vary on certain inflatables, some colors may not be available, ask about colors in advance or you will receive whatever color is available on the day of your rental.

(IX) Concrete Setup: All concrete, asphalt, pavement & tennis court setups will be assessed a \$25.00 extra charge per unit. We provide the appropriate tarps and sandbags to anchor and stabilize the equipment for safety and to prevent damages. Tents cannot be staked into concrete. We can stake tents into gravel or Asphalt. If You require a tent set-up on Concrete we can delivery water barrels for weights for a nominal fee. Ask a representative for details.

(X) Park Setup: Any park setup will be assessed \$25.00 extra charge per day. This fee funds our theft and vandalism insurance policy, which releases you the customer from being financially responsible in the event our delivery driver arrives after you leave. This fee may be waived if the customer agrees to attend the unit indefinitely until a driver returns for pickup.

(XI) Automatic Sprinkler Systems: (a) Bounce-A-Roo Limited Liability Corporation is not responsible nor are we liable financially for any damage to sprinkler systems and underground piping due to the use of our equipment or for the safety requirements that require that we anchor each inflatable using 1ft. spikes to secure the equipment. Notify delivery personnel if this is a concern to you and/or mark spots where underground piping is located. (b) Sprinklers set on automatic should be turned off during the duration of your rental to ensure equipment does not collect water making units heavier and difficult to remove from the premises resulting in a \$25.00 cleaning fee for labor, cost of setup, and drying to prevent mildew.

(XII) Damages & Repairs: Bounce-A-Roo Limited Liability Corporation has posted rules and regulations for each piece of equipment. Failure to abide by these rules and regulations as well as the posted age limitations shall result in your financially responsibility for any damage to the equipment, including but not limited to replacement parts, repairs and shipping costs to and from the repair facility located in Florida, if shipping is necessary. Repair and shipping estimates are provided to customers at their request.

(XIII) Water Slides: Customers must provide water hoses when connecting to the water slides soaker hose system. We may furnish 50ft. water hose for \$10.00 extra charge. Kids must slide feet first at all times. One child at a time. No adults!

(XIV) Replacement Parts: Customers are financially responsible for all lost and damaged replacement parts. Customers are required to and must return all: Sno-cone pumps (\$5), Cords (\$60), Cord reels (\$8) popcorn scoops (\$5), Bungee batons (\$10), Basketballs (\$8), Blowers (\$200), Sandbags (\$35), Ropes (\$5), Anchors (\$4), Clips (\$2), Straps (\$4), Cotton candy netting (\$30) Generators (\$800).

RENTAL DATE:

/ /

RELEASOR'S NAME:

(PRINT)

X

RELEASOR'S SIGNATURE:

(SIGN)

X



WAIVER AND RELEASE OF LIABILITY

I _____ acknowledge that there are inherent risks in using the equipment provided by Bounce-A-Roo Limited Liability Corporation. By signing my name below I acknowledge that I have carefully read this document and fully understand its terms and conditions and that this is a release of all liability. If you do not understand these terms please ask or do not sign this document.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby discharge and covenant not to sue, and release, hold harmless, indemnify, and forever discharge Bounce-A-Roo Limited Liability Corporation, and its officers, directors, members, employees, agents, staff, affiliates, representatives, contractors, successors, assigns, respective heirs, personal representatives, and all persons, firms or corporations who might be claimed to have any liability, whether or not named herein (hereinafter referred to as "Releasees"), for from any and all liability for any loss, damage, expense or injury, both to person and to property, including death, that I may suffer or that any third party may suffer as a result of my participation or in any third party's participation in using the equipment provided by Bounce-A-Roo Limited Liability Corporation and any other related activities, due to any cause whatsoever including negligence, gross negligence, breach of contract, breach of any statutory or other duty of care, and/or breach of standard of care, on the part of the Releasees, and including the failure on the part of the Releasees to safeguard or protect me or other third parties from the risks, dangers, and hazards in using the equipment provided by Bounce-a-Roo Limited Liability Corporation and any other related activities.

I understand and agree that this Agreement shall be binding upon my heirs, next of kin, executors, administrators, assignees, representatives, and guardians, in the event of my death or incapacity. I further understand that the Releases will not have any personnel available at the time third parties are using the equipment provided by Bounce-A-Roo Limited Liability Corporation; that I am responsible for third parties use of the equipment; and that I am solely liable to any third persons for any loss, damage, expense or injury, both to person and to property, including death that any third party may suffer as a result of my supervision of such third party using such equipment.

I understand and agree that this Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Mississippi and no other jurisdiction, and any litigation involving the parties to this agreement shall be brought solely within the state of Mississippi and shall be within the exclusive jurisdiction of the courts of the state of Mississippi.

It is understood and agreed that this release is made in full and complete settlement and satisfaction of the aforesaid actions, causes of action, claims and demands and that this release contains the entire agreement between the parties. In entering this Agreement I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the equipment provided by Bounce-a-Roo Limited Liability Corporation and other related activities other than what is set forth in this agreement.

I confirm that I am over the age of eighteen (18) years of age and I, have read and understood this Agreement prior to signing it, have signed it freely and without any inducement or assurance of any nature, and I am aware that by signing this agreement I am waiving certain substantial and legal rights which I or my heirs, next of kin, executors, administrators, assignees, representatives, and guardians may have against the Releasees.

I intend it to be a complete and unconditional release of liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Releaser:

X _____

Dated: ____/____/____