

 **Operating Rules and Rental Agreement**

1. Children must be supervised while in the unit at all times.
2. Only children of the same age group and similar physical stature should be allowed to jump together. The maximum number of jumpers allowed in the Bounce House at any one time are:
	* No more than 8 children between the ages of 3 – 7 years of age at any one time.
	* No more than 6 children between the ages of 8 – 12 years of age at any one time.
	* No more than 4 persons 12 years or older at any one time.

3. All jumpers must remove shoes, eyeglasses, and any sharp objects before entering the unit.

4. N**o silly string**, confetti, gum, food, drinks, sprays, or chemicals are allowed in the bounce house.

5. Fires (including bar-b-ques) should not be within 20 feet of the bounce house unit.

**6. No Piñatas should be mounted in the bounce house**.

7. To limit the potential for injury - **no wrestling, flipping or rough housing is allowed in the unit.**

8. Do not allow jumpers to jump or bounce against the sides or near the doorway of the unit.

9. No hanging from the netting on the sides or the roof of the bounce house.

10. Anyone susceptible to injury from falls bumps or bouncing are not permitted in the unit at any time.

11. Only blow up type “beach balls” are allowed in the bounce house.

12. No pets or animals allowed in the bounce houses at any time.

13. If unit begins to lose air, evacuate unit immediately. Once the unit has been evacuated, check the following:

a) The motor may have stopped, in which case check the cord connection at the outlet.

b) If the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the unit for snugness: re-tie if necessary, or

c) If you can not correct the problem call CNY Party Tent Rentals. immediately at 315-729-3355.

14. **Do not operate if winds exceed 15mph**. If high winds develop while in operation, exit all occupants immediately and turn off the blower. Bounce house can flip over in high winds.

15. Keep children away from the blower unit - risk of electric shock and serious injury may result.

16. Do not operate the bounce house in rain or if ground is wet.

17.   Unit must be anchored securely to prevent tipping.

1. No alteration or attachments to the unit will be made without prior written approval of Lessor.
2. Lessee agrees to keep the unit in his/her custody and not to sublease, rent, sell, remove from the Delivery

Address, or otherwise transfer such unit. The JUMP unit will remain the property of the Lessor and may be

removed by Lessor at any time after the termination of this Rental Agreement.

**WARNING! -- Never leave unit unattended. DO NOT ALLOW CHILDREN TO OPERATE UNIT!**

**Never touch hot or moving parts.**

**Weather Policy**

We reserve the right to cancel reservations due to severely deteriorating weather. A full refund is owed if we

cancel due to weather, except if the unit has been delivered and set-up then the agreed price stands.

**Damage Policy**

If the ride becomes damaged while in operation, please take the following steps:Assist the riders to evacuate the unit and turn off the blower. Document what happened including as many details as possible. And contact CNY Party Tent Rentals immediately at 315-729-3355

**Please Note:** If unit is reparable, a repair fee will be billed to lessee (Lessor reserves the right to identify and select repair entity). If unit is irreparable, a replacement fee of up to $10,000 will be assessed.

**Cancellation Policy**

A 3 day advance notice of cancellation is required (except due to weather conditions) for complete refund.

**Release of Liability**

**HOLD HARMLESS PROVISION**

The Lessee shall be in charge of operating inflatable unit(s) and is fully responsible for the return of the unit in good working order.  Lessee shall pay for theft and or damage of the inflatable unit or any other products that occurred during the rental period (while unit is in Lessee’ possession). Lessor, CNY Party Tent Rentals, and its officers, employees and or agents is/are not responsible for any injury occurring to any person(s) in contact with the inflatable unit(s) or any other products during the \rental period (while unit is in Lessee’ possession). I agree to indemnify and hold harmless CNY Party Tent Rentals. their agents, employees, directors, and subcontractors from any claims, actions, suits, proceeding costs, expenses, damages, liabilities, losses, injuries attorney’s fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of 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 operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

**DUTY TO MITIGATE**

In the event of injury, damage or loss due to Lessee 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, Lessee agrees to forego any consequential damages in the event of 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 equipment and/or property leased by Lessee from Lessor. By signing this contact, Lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed. By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**MERGER CLAUSE**

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee.

No amendment, whether 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 unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

My signature below certifies that I have been fully instructed, have read and understand **ALL** of the Operating Rules **AND** the Release of Liability and agree to

abide by those rules and authorize Cny Party Tent Rentals. to bill me for the full rental costs plus any additional charges if unit is returned damage or is not

returned.

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| **PERSON ASSUMING RESPONSIBILITY** |
| Print Name: Signature: |
| Address: |
| Home Phone: Work Phone: |
| Cell Phone: | Email Address: |
| Delivery Location:Products Rented:Delivery Time: | Pick Up Time: |
| Rental Cost: | Pd - Cash/ Check |
| Damage Deposit Held: | Pd - Cash/ Check |
| Date: |  |