

TERMS AND CONDITIONS

A. 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 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 beheld 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.

B. 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.

C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, Lessee agrees to forego seeking any consequential damages in The event of any injury, damage or loss due to Lessor's negligence.

D. 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 is 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.

E. 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.

Signature: _____ date : _____

Print Name: _____

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. "R & S Moonwalks" shall mean R & S Moonwalks, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the customer or person(s) or company listed in the "rented to" 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 R & S Moonwalks 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 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 removal of the Equipment by R & S Moonwalks. If the Equipment is delivered by R & S Moonwalks and Setup, then the Customer shall not be entitled to any refund whatsoever if weather or other causes us to stop the Event.
3. Weather: R & S Moonwalks can not 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, excessive rain, snow, and lightning. In the event of severe weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.
4. Delivery: R & S Moonwalks shall deliver the Rental Equipment to the address specified by Customer as listed on the invoice page of this Agreement. Customer grants to R & S Moonwalks true right to enter the property 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.
5. 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 R & S Moonwalks 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, 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 resecure; For other questions regarding the safe installation of equipment, please call our office at 919-880-1325 or 336-583-4191. I) Do not let the inflatable unit rub up against any surface.
6. limited Warranty: R & S Moonwalks warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty.
R & S Moonwalks makes no warranty of merchantability or fitness for any particular use or purpose, either express 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.

R&S Moonwalks 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 unless operation of, installation of, use of, or failure of equipment is a result of negligence on the part of R&S Moonwalks.
7. "Please Note" Grass will flatten out during inflatable unit use with no damage. Please expect up to three weeks to grass straighten out again. To speed up the process, you may water your lawn and care for it as you would normally do.
8. It is the Customer that needs to call 811 to make sure NO UNDERGROUND LINES ARE IN THE WAY TO WHERE YOU WANT THE MOONWALK , & OR SLIDE IS TO BE SETUP.
9. Cancellation Policy: Customer will receive a full refund of deposit with cancellation at least 2 weeks prior to reservation date. If customer cancels between 48 hours and 2 weeks prior to reservation date R & S Moonwalks will be charged \$ 40.00 but customer may apply it to a future rental within a 30 day period. If customer cancels less than 48 hours prior to reservation date & time , the customer will be charged \$ 40.00 for the cancellation.

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from R & S Moonwalks Inflatable Rentals. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from R & S Moonwalks Inflatable Rentals before you begin use of the equipment.

Supervision: The safety of the children depends on you, but, someone from R & S Moonwalks will supervise the unit for the entire time of the rental of the equipment. As the lessee of this inflatable unit, the safety of all the riders is your responsibility but as the adult supervisor, we will position someone from R & S Moonwalks 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'S--CHILDREN UP TO AGE 7: 6-8

CHILDREN AGES 8 – 12: 4-5

INDIVIDUALS OVER 12: 1-2

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. Also the attendant, from R & S Moonwalks, will ask the child to get out of the unit if the Rules are **NOT FOLLOWED!** This is for the **SAFETY OF ALL!**

Installation: We can not put the inflatable unit close to swimming pools or other sources of water at any time.

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 will thereafter be switched off and removed, and the unit allowed to deflate.

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

General Misuse: We Do Not Allow Riders to play or climb on walls, sides or roof of inflatable. Unless previously authorized by R & S Moonwalks Rentals, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, we will have to 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 - \$500.00 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 \$3500 could result.

I hereby acknowledge, as witnessed by my signature, that I have read each of the above referenced safety rules cited in this agreement.

I further acknowledge by my signature that I understand each of these rules and agree to abide by them completely.

Signature: _____ date : _____

Print Name _____