

Balloons, Etc & The Costume Emporium Inflatable Rental Agreement

Customers making reservations over the phone agree to all terms in contract. Once Paid--ALL SALES ARE FINAL!!

Grass () Concrete () Indoors ()

Delivery Date/Time: _____ Pick Up Date/Time: _____

Unit(s) Rented & Pieces: _____

Customer Name: _____ Drivers Lic #: _____

Customer Address: _____

Address where inflatable will be used: _____

Phone #: _____ Email: _____

Rental Fee: _____ Tax: _____ TOTAL: _____

Credit Card Number must be held on file for deposit purposes. (Only taken via phone or in person for security)

GENERAL RULES TO FOLLOW DURING USE OF AN INFLATABLE UNIT:

- Participant safety depends on you. As the lessee of an inflatable unit, your personal supervision is absolutely required at all times a unit is in your possession. The safety of all participants 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.
- Only compatible age groups and size shall play on a unit at the same time. The maximum number of participants in each group that should be allowed on an inflatable at one time is as follows:

Age Groups	Smaller Unit	15 x 15 Unit	Combo	Larger Units
5 and Under	7	8	6	Maximum 2 riders
6-11 years	5	6	4	of comparable
12 and over	3	4	3	weight and size

- All participants must remove shoes, glasses, belts, jewelry, and other sharp objects before using any inflatable.
- Somersaults, diving, climbing, wrestling, piling, flips, and rough play are not allowed. Such activity may result in neck, back, or other injuries to riders. No climbing on walls, sides or top of inflatable.
- No smoking or other open flames are allowed on or around any inflatable unit.
- No food, candy, gum, or other sticky substances are allowed on or around any inflatable unit.
- No pets, toys or sharp instruments are allowed on the inflatable unit at any time.
- No face paints, party poppers, colored streamers, confetti, glitter or silly string may be used on or around any inflatable unit.
- No one under the influence of alcohol, drugs or any other intoxicating substance is allowed on any inflatable.
- Do not operate any inflatable unit in rain, lightning or winds exceeding 25 mph.
- 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 as a wet inflatable is a slippery inflatable and falls can occur.
- Pregnant women, small infants, 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.

Weather/Cancellation Policy: Rental fee must be paid in full to reserve any inflatable unit. **Once an inflatable unit is reserved, all sales are final.** Weather conditions cannot be guaranteed. If the threat of inclement weather, including, but not limited to: rain, strong winds (exceeding 25 mph), lightening or sever cold weather is predicted for the day of your event Balloons, Etc & The Costume Emporium reserves the right to cancel your rental prior to delivery if we have any reason to believe that the inflatable equipment and/or its users may be in danger. No Refunds Will Be Given. If an unforeseen circumstance causes your event to be cancelled, No Refunds Will Be Given. Rather, customer will be allowed to change the date of rental within one year of original reservation date. This is dependent on availability of inflatable unit(s) that may already be reserved for another date. Once an inflatable unit is in the possession of the renter, your reservation is considered fulfilled. Should inclement weather or conditions arise or if renter chooses not to use the equipment; no refunds, credits or rain checks whatsoever will be issued. In the event of inclement weather during a rental, customer agrees that they will unplug the inflatable, allow it to deflate, and not use the inflatable until the inclement weather ends. For safety reasons, do not use an inflatable if the surface is wet, slips and falls could result.

Cleaning/Repair Policy: Each inflatable unit has been received in good condition, and the renter agrees to return each inflatable unit in the same condition. No alteration in or attachments to the inflatable unit are allowed, period. The following fees may be automatically imposed if excessive cleaning or repairs are needed beyond normal wear and tear, to be determined by Balloons, Etc & The Costume Emporium.

1. Cleaning needed from trash, spilled food or drink or use of Silly String could result in a \$50-\$500 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable, is lost or stolen a Replacement Fee of \$3500-\$7000 could result.

Installation/Deflation: 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. Should an inflatable begin to deflate, first ensure all users exit immediately. Never allow riders in or on a partially inflated unit. Once everyone is out of the unit check for the following.

1. The motor has stopped: Check the cord connection at the outlet. Check the power supply and fuse box.
2. The motor is running: Check the air intake on the side of the blower for any blockage. Check the inflatable tube to the blower for snugness and pull the strap for tightening if necessary.
3. Any problems or questions with equipment, please call Balloons, Etc & The Costume Emporium at 319-298-9999 or 319-560-7379 after hours.

Delivery: Customer grants Balloons, Etc & The Costume Emporium true right to enter the property at the address listed on rental contract for delivery, required set up, and for subsequent pick up of the rental equipment and any associated equipment or packing materials at any time. Delivery and pick up times are approximate. Customer is responsible for, and required to stay with all the equipment until it is picked up by our staff, or other arrangements have been made. Customer shall not cause nor permit any equipment to be sublet, rented, sold or removed from the delivery address, or otherwise transfer these items.

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 Balloons, Etc & The Costume Emporium. 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. Title to the rental items is and shall remain in Balloons, Etc & The Costume Emporium.

General Release/Indemnity/Hold Harmless: I, the undersigned, 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 Balloons, Etc & The Costume Emporium 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 Balloons, Etc & The Costume Emporium or anyone on behalf of Balloons, Etc & The Costume Emporium be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold Balloons, Etc & The Costume Emporium harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against Balloons, Etc & The Costume Emporium, it is agreed to do so solely in the State of Iowa. 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 Balloons, Etc & The Costume Emporium to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless Balloons, Etc & The Costume Emporium 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 are either displayed on the inflatable unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of these unit(s).

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO ABIDE BY THEM COMPLETELY. I FURTHER WARRANT AND PRERESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGGEEEMENT.

Customer: _____
Print Name Signature Date