

Kid-Wise Amusements LLC

195 City Park Road
Campbellsville, KY 42718
270-465-1200 or 270-403-8631

Owner/Operators: Chris Kidwell & R.W. Wise

Office phone: 270-465-3111

Web address: www.kidwiseparty.com

email: kidwise@windstream.net



RENTAL AGREEMENT & GENERAL RELEASE

Rental Date:	Customer Name:	Tax Number (if Applicable):
Delivery Date & Time:	Customer Address:	Delivery Address:
Pick Up Date & Time:	Customer Phone: Home: Cell:	Surface:

Quantity	Item Description / Rental	Rental Fee	Total Rental Amount	\$
			Sales Tax	\$
			Less Deposit	\$
			Less Payment Rec.	\$
			Delivery Fee	\$
			Balance Due	\$

Payment by Check Cash M/O Paypal (Credit Card +4% fee)

Terms and Conditions

Note Driver pickup time is approximate. Customer is responsible for all the equipment until our driver picks it up. Lessee grants right to enter said property for the delivery, and required set up, if any, and pickup of the unit at approximately specified times. If rented items are returned in a destroyed or irreparable condition, customer shall be responsible for the full monetary replacement value of such items.

1. Safety / Operating Instructions: In addition to the information set forth in this agreement, 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 Kid-Wise Amusements LLC 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, especially the INFLATABLE unit. 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 or 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 the 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.

Safety / Directions (Lessee must read and initial stating they understand all safety rules and regulations listed) _____ Initials

- I have been shown how inflatable(s) is secured and how to turn on/off blower and/or generators.
- In the event of high winds or storms, I have been instructed to get all participants off the unit(s) and unplug the blower motors and extension cords from the power outlet. It is unsafe to operate an inflatable if winds exceed 15 miles per hour.
- I have been instructed to not allow any horseplay, flips, wrestling or any other unsafe activities both in and around inflatable(s).
- I have been advised of the following: **NO** shoes or sharp objects in or around the inflatable unit(s); **NO** food, drinks, or gum; **NO** eyeglasses, jewelry, or any other 'loose' items that could fall off a participant; **NO** 'Silly String' is permitted to come in contact with any part of the inflatable, this causes irreparable damage to the inflatable and Customer acknowledges that if the inflatable is damaged by 'Silly String' then an \$1000 damage fee will be automatically imposed by Kid-Wise Amusements LLC and shall be immediately due and payable by Customer.
- I understand that adult (18 years old and up) operators must be provided to watch the inflatable(s) at all times.
- I have been advised that children of the same size or age group only may use the unit(s) at any given time, NO Adults.
- I agree to remove any person from the inflatable(s) who is violating the agreed upon rules of operation.
- I have been instructed that individuals with head, neck, back or other musculoskeletal injuries or disabilities, pregnant woman, small infants, and others who may be susceptible to injury from falls, bumps, or bouncing are not permitted in the unit(s) at any time.
- I have received both written and verbal instructions on the safe operation of the inflatable(s) and agree to follow all safety rules.

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of Kid-Wise Amusements LLC Rental Equipment described on the front side of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the front side of this agreement, the parties do further agree as follows:

2. Identity of parties: For the purposes of this Rental Agreement, "Lessor" or "(Kid-Wise Amusements LLC)" shall mean (Kid-Wise Amusements LLC), its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" boxes on the front side of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
3. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Kid-Wise Amusements LLC, as Lessor, that certain equipment described on the front side of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Rental Date" on the front side 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 Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes.
4. 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.
5. 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 Lessor. 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 Lessor the full replacement value for such Equipment as listed on the front side of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor 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 Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor 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 Delivery Address, Customer shall notify Lessor immediately
6. 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 Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the replacement value listed on the front of this Agreement. 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 8), mud, clay, or other materials.
7. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment. In particular, if the equipment includes a INFLATABLE, and the INFLATABLE unit begins to deflate, customer will immediately have the riders exit the INFLATABLE 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 INFLATABLE unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the INFLATABLE prior to permitting anyone to use the unit; 4) If you cannot correct the problem, call our office during normal business hours.
8. Specific Rules and Instructions for the INFLATABLE Unit: The following rules and warnings must be obeyed in the use of the INFLATABLE unit: 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) 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; For other questions regarding the safe installation of equipment, please call our office during normal business hours. I) Do not let the INFLATABLE unit rub up against any surface,
9. Limited Warranty: Lessor 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. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty, Lessor 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. Lessor 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. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.
10. 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 sale cost and expense to comply with all municipal, county, 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,
11. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator,
12. 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 both sides and that they understand its content and that they execute it freely, intelligently and without duress of any kind.
13. 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.
14. Entire Agreement: This Agreement constitutes the full agreement between Lessor 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. 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 is acknowledged by Customer,

By signing this legal contract the customer agrees to all the terms and conditions set forth in this rental agreement and general release.

_____ (Printed) Customer Name _____ Signature _____ Date