

KING OF THE CASTLE

(480) 205.0934

* RENTAL AGREEMENT *

Name _____ Date _____ Price _____

Address _____

City, State, Zip _____

Phone Number _____

1. **EQUIPMENT, RENT AND TERM OF RENTAL AGREEMENT:** The undersigned, as Lessee, hires from KING OF THE CASTLE, as Lessor, one MOONWALK unit, identification no: _____.
The Rental Fee as stated above is payable in advance from the time of commencement, Start Time to the End Time .

2. **DELIVERY:** To the street address specified above by Lessee (customer). Lessee grants Lessor right to enter the property at the said street address ("Delivery Address") for the delivery and subsequent pick up of the MOONWALK/INFLATABLE unit at the specified time.

3. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the MOONWALK/INFLATABLE unit with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the MOONWALK/INFLATABLE unit is not timely surrendered by Lessee to Lessor then a \$50.00 extra transportation fee shall be automatically imposed.

4. **GENERAL RULES TO FOLLOW DURING USE OF THE MOONWALK/INFLATABLE UNIT:**

a. Only compatible age groups and size shall play on the MOONWALK/INFLATABLE unit at the same time. The maximum number of riders of each group that should play in the MOONWALK/INFLATABLE unit at one time are:

<i>Unit Size</i>	<i>Children 8 and under</i>	<i>Children 9 to 12</i>	<i>Older teens</i>	<i>Adults</i>
13 x 15	8	5-6	3-4	3-4
15 x 17	12	6-8	4-5	4-5

b. All riders **MUST REMOVE SHOES** before playing in the MOONWALK/INFLATABLE unit.

c. To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED.**

d. To prevent moonwalk/INFLATABLE from blowing over, **TAKE DOWN IN WINDS EXCEEDING 15 MPH.**

e. CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PROFESSIONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE MOONWALK/INFLATABLE UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.

f. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the MOONWALK/INFLATABLE unit. If, upon pick up, such cleaning is required then a \$50.00 cleaning fee shall be automatically imposed. By initialing Lessee agrees to this provision.

g. DO NOT MOVE the MOONWALK unit from the place where it was installed. Absolutely, keep the MOONWALK/INFLATABLE unit away from swimming pools.

5. **SPECIAL INSTRUCTIONS:** The MOONWALK/INFLATABLE unit's equipment is reliable, however, should the MOONWALK/INFLATABLE unit begin to deflate 1) the motor has stopped; in which case check the cord connection at the outlet near the motor and remember to keep only the 100 foot extension cord on the outlet. [stronger outlets are in the kitchen and laundry rooms] 2) 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 MOONWALK/INFLATABLE unit for snugness; re-tie if necessary. 3) If you cannot correct the problem call 480.205.0934.

- 6. **SAFE OPERATION ACKNOWLEDGMENT:** LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT, AND FULLY UNDERSTANDS, THE SAFE OPERATION OF THE MOONWALK UNIT THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT AND LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE AGREES TO PAY LESSOR, ON RETURN OF THE MOONWALK UNIT, FOR ALL CHARGES INCIDENTAL TO BREAKAGE OR DAMAGE, ORDINARY WEAR EXCEPTED, TO THE MOONWALK UNIT DURING THE TERM OF THIS RENTAL AGREEMENT. BY INITIALING THE LESSEE AGREES TO THIS PROVISION.
- 7. **MAINTENANCE:** Lessee agrees to keep the MOONWALK/INFLATABLE unit in the same condition as when received, ordinary wear excepted.
- 8. **ALTERATIONS AND ATTACHMENTS:** No alterations in or attachments to the MOONWALK/INFLATABLE unit will be made without prior written approval of Lessor.
- 9. **WARRANTY:** Lessor warrants that the MOONWALK/INFLATABLE unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The MOONWALK/INFLATABLE unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the MOONWALK/INFLATABLE unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of any and all liabilities on the part of the Lessor for damages, including, but not limited to, consequential damages, arising out of or in connection with the use or performance of the MOONWALK/INFLATABLE unit.
- 10. **TITLE TO MOONWALK UNIT:** Lessee agrees to keep the MOONWALK/INFLATABLE unit in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such MOONWALK/INFLATABLE unit. The MOONWALK/INFLATABLE unit will remain the property of the Lessor and may be removed by lessor at any time after the termination of this Rental Agreement.
- 11. **RELEASE OF LIABILITY:** The Lessee shall be in charge of the MOONWALK/INFLATABLE unit's operation, and is fully responsible for its operation as well as return of the MOONWALK/INFLATABLE unit in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the Lessee or to any other persons using the MOONWALK/INFLATABLE unit, and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorneys fees and related costs involving the use and return of the MOONWALK/INFLATABLE unit, should legal action become necessary.
- 12. **ENTIRE AGREEMENT:** This Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence of this Rental Agreement. The receipt of the MOONWALK/INFLATABLE unit that is the subject of this Rental Agreement in good working order and repair is acknowledged by Lessee.

Lessor: KING OF THE CASTLE

By: _____
Authorized Representative for
KING OF THE CASTLE

By my signature I accept the terms of this Rental Agreement.

Lessee: _____
Signature Printed Name

**RAIN POLICY
WEATHER IS BEYOND OUR CONTROL !!!**

DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC.) WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATION. IF CONDITIONS ARE NOT SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING IT OR NOT. **IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THE RENTAL AGREEMENT THERE WILL BE NO DISCOUNTS OR REFUNDS ONCE THE UNIT IS SET UP!!**

WAIVER AND ASSUMPTION OF RISK

I voluntarily make and grant this Waiver and Assumption of Risk in favor of ***King of the Castle*** as partial consideration, in addition to monies paid, to ***King of the Castle*** to engage in the activities sponsored by the equipment rented from ***King of the Castle***. I, for myself and on behalf of my heirs, assigns, personal ***King of the Castle***, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I further agree to use my best judgment in undertaking these activities, use and/or receipt and to faithfully adhere to all safety instructions and recommendations, whether oral or written. In addition I agree that no adults or persons +200 lbs. will be allowed to use the inflatable amusement device(s). I hereby certify that I am a competent adult assuming these risks of my own free will, being under no compulsion or duress. This Waiver and Assumption of Risk is effective indefinitely, inclusive, and may not be revoked, altered, amended, rescinded or voided without the express prior written consent of ***King of the Castle***.

I certify that I am a competent adult and have read and understood the Rules as listed above and the Waiver and Assumption of Risk and by signing below, I assume the risks and responsibilities of this rental.

I will use this form at each rental – Exclusively.

PRINT NAME/SIGNATURE

DATE

(YOUR COMPANY NAME) REP PRINT NAME/SIGNATURE

DATE