

TERMS AND CONDITIONS

Customer is responsible for making sure that an On-Site Cajun Cooking & Bounce House Rentals Participant Waiver is completed by the parent/guardian of each participant. Customer acknowledges failure of the above may result in responsibility for damages from any incident which a participant waiver was not obtained from a participant. Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there is 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 **On-Site Cajun Cooking & Bounce House Rentals** 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. 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 of 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 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.

2. General Release/indemnity/hold harmless: I understand and acknowledge that play on an inflatable unit 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 even death to any participant. **I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless On-Site Cajun Cooking & Bounce House Rentals of 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 On-Site Cajun Cooking & Bounce House Rentals or anyone acting on behalf of On-Site Cajun Cooking & Bounce House Rentals be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold On-Site Cajun Cooking & Bounce House Rentals harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against On-Site Cajun Cooking & Bounce House Rentals, it is agreed to do so solely in the State of Texas. 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 On-Site Cajun Cooking & Bounce House Rentals to use its inflatable unit the undersigned and it participants agree to indemnify and hold harmless On-Site Cajun Cooking & Bounce House Rentals 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 and Directions are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).**

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

«customer» SIGNATURE

DATE

If under 18 signature of Parent/Guardian

DATE

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 conditions set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement. **On-Site Cajun Cooking & Bounce House Rentals** shall mean **On-Site Cajun Cooking & Bounce House Rentals**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the 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.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **On-Site Cajun Cooking & Bounce House Rentals** 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 as 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 pick up of the Rental Equipment by **On-Site Cajun Cooking & Bounce House Rentals**. If the Equipment is delivered by **On-Site Cajun Cooking & Bounce House Rentals** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

5. Returned Check policy: If a check is returned to **On-Site Cajun Cooking & Bounce House Rentals** for insufficient funds or any other reason customer agrees to pay the total rental price as well as an additional \$40.00 fee to **On-Site Cajun Cooking & Bounce House Rentals** in cash immediately upon notice. Full payment will be made in advance prior to delivery of any bounce house. Customer also agrees to pay any court or attorney fees associated with the returned check.

6. Weather: **On-Site Cajun Cooking & Bounce House Rentals** reserves the right to cancel or reschedule your rental prior to delivery if any poor weather conditions are imminent or there is any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of poor weather are but not limited to winds in excess of 20 MPH, rain (30% or greater), snow, and lightening. In the event of severe weather during a rental, customer agrees they will have persons exit the unit, unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends and the unit is dry.

7. Delivery: **On-Site Cajun Cooking & Bounce House Rentals** shall deliver the Rental Equipment to the Customer as listed on the invoice page of this Agreement. Customer grants to **On-Site Cajun Cooking & Bounce House Rentals** 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.

8. 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.

9. 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 **On-Site Cajun Cooking & Bounce House Rentals**. Retention of possession or any failure to permit the pickup of the item 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 **On-Site Cajun Cooking & Bounce House Rentals** the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **On-Site Cajun Cooking & Bounce House Rentals**. Title to the rental items is and shall remain in **On-Site Cajun Cooking & Bounce House Rentals**. Customer agrees to keep the Rental Equipment in their custody and control from the time of **On-Site Cajun Cooking & Bounce House Rentals** delivery of the items, until **On-Site Cajun Cooking & Bounce House Rentals** 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, **On-Site Cajun Cooking & Bounce House Rentals** 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 **On-Site Cajun Cooking & Bounce House Rentals** 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 **On-Site Cajun Cooking & Bounce House Rentals** immediately.

10. 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 **On-Site Cajun Cooking & Bounce House Rentals** for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page 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, food, paint, silly string (see Paragraph 12), mud, clay, or any other materials not listed.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at any time, or Customer does not understand the operating instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit 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 unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call us at **281-638-6417**.

12. 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 or any other such chemical 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" or any other such chemical, then a \$500.00 fee shall be automatically imposed by **On-Site Cajun Cooking & Bounce House Rentals** 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; I) Do not let the inflatable unit rub up against any surface. For other questions regarding the safe installation of equipment, please call us at **281-638-6417**.

13. Limited Warranty: **On-Site Cajun Cooking & Bounce House Rentals** 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. **On-Site Cajun Cooking & Bounce House Rentals** sole and exclusive obligations under this warranty are limited to repair or replacement of the rental equipment when **On-Site Cajun Cooking & Bounce House Rentals** determines that it does not conform to this warranty. **On-Site Cajun Cooking & Bounce House Rentals** makes no warranty of merchantability or fitness for any particular use or purpose, either expresses 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. **On-Site Cajun Cooking & Bounce House Rentals** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, Installation of, use of, or any failure of the rental equipment. **On-Site Cajun Cooking & Bounce House Rentals** shall not be responsible for any defect or failure unknown to **On-Site Cajun Cooking & Bounce House Rentals** at the time of delivery.

14. Deposit/Payment/Cancellation Policy: There is a \$25.00 nonrefundable deposit required to reserve a specific date. If the customer cancels a reserved date the deposit will not be refunded for any reason. If **On-Site Cajun Cooking & Bounce House Rentals** cancels a reserved date due to poor weather conditions or any other reason, the choice of a refund or different available date will be given to the customer. Full payment must be received prior to 1 week of the reserved date.

15. 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 their sole cost and expense to comply with all municipal, parishes, 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.

16. 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.

17. 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 all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement is 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.

19. Entire Agreement: This Agreement constitutes the full agreement between **On-Site Cajun Cooking & Bounce House Rentals** 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. Customer acknowledges 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.

«customer» Signature

Date

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT:

The following rules detail safe operational guidelines for the inflatable equipment you are renting from **On-Site Cajun Cooking Bounce House Rentals**. To ensure safe operation of the inflatable, it is in your best interest 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 **ON-SITE CAJUN COOKING & BOUNCE HOUSE RENTALS** before you begin use of the equipment.

Supervision: The safety of the children depends on you. **Your personal supervision is absolutely required at all times.** As the renter of this inflatable unit, **the safety of all the riders is your responsibility.** As the adult supervisor, you should position yourself in close proximity of the entrance to the inflatable and be prepared to assist persons when they enter/exit the inflatable.

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 persons that may be on the inflatable unit at the same time. Bouncers may vary, so check each unit for further as it is posted on each unit. There is a weight limit posted on each unit which should be followed carefully. 3 years or younger should not be allowed in inflatable as the same for 16 and older. **ONLY ONE PERSON IS ALLOWED ON THE SLIDE AT ONCE.**

BOUNCER-- CHILDREN 4 TO 7: 7-9

CHILDREN AGES 8 – 12: 5-7

AGES 12-16: up to 5

COMPARABLE WEIGHT,
HEIGHT, & SIZE IN UNIT AT ONE TIME

PETS: Absolutely no pets of any kind or animals of any kind are permitted on or near the inflatable at any time. See accessed fees below if unit is damaged by above.

Shoes/Glasses/Jewelry/Pockets: All persons **MUST REMOVE SHOES, GLASSES, and JEWELRY AND EMPTY ALL POCKETS** before playing in or on any inflatable.

Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries or any medical condition, 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 frontwards or backwards, wrestling of any type and persons piling on themselves. There shall be no pushing of any kind while in the inflatable unit. There shall be no sliding at all in the inflatable unit. Such activity may result in but is not limited to any injury including sprains, strains, neck and back injuries and broken bones for example. Any injury regardless of nature shall be reported to **ON-SITE CAJUN COOKING & BOUNCE HOUSE RENTALS** immediately at 281-638-6417.

Installation: Do not remove the inflatable from the area where it was installed. The unit will be secured using sand bags in each corner and staking each corner of the unit to the ground. If the inflatable unit moves, pull it by one of its corners back to its original location of installation and re-secure it immediately. If this occurs you will contact **ON-SITE CAJUN COOKING & BOUNCE HOUSE RENTALS** immediately at 281-638-6417.

Inclement Weather: Once there is a threat of any inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms or cold weather (below 40 degrees), you will immediately have persons exit the inflatable at once. The blower should thereafter be switched off and removed, and the unit allowed deflating.

Deflation: Should the unit begin to deflate for any reason, do the following: **First, have all children exit the unit immediately.** Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. **Never allow persons in or on a partially inflated or deflating unit.**

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

General Misuse: Do not allow persons to play or climb on walls, run into walls, sides or roof of inflatable. Do not allow the inflatable to rub up against any surface. Unless previously authorized by **On-Site Cajun Cooking & Bounce House Rentals** never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have everybody exit, have an adult wipe down the unit and ensure the unit is dry before persons may return in the inflatable. Inflatable should not be wet when persons enter the unit.

SMOKE/CIGARETTES/TABACCO PRODUCTS OF ANY KIND: Smoking in or around the inflatable is strictly prohibited this includes smoking cigarettes, campfires or smoke from a bbq grill. No tobacco products of any kind will be used in or around any inflatable unit. If found to have violated this see below cleaning fee.

Negligence or Abuse: The following fees will/may be assessed for negligence or abuse of the inflatable

1. Spilled food, drink or the use of **Silly String** or any other such agent will result in a **\$100.00-\$500.00** cleaning fee.
2. Negligence and damage to unit or blower could result in a **\$400.00-\$1000.00** repair fee.
3. If unit is not repairable a fee of **\$1000.00-3500.00** will result.

I hereby acknowledge, as witnessed by my signature, that a representative of **On-Site Cajun Cooking & Bounce House Rentals** has read aloud to me 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.

Customer: _____
Print Name Sign Name Date

I hereby acknowledge, as witnessed by my signature, that I declined to have a representative of **On-Site Cajun Cooking & Bounce House Rentals** read aloud to me each of the above referenced safety rules cited in this agreement. I do however agree that before commencing operation of the equipment, I will read and completely abide by the rules.

Customer: _____
Print Name Sign Name Date