



Contract Agreement

Rental Date: _____	Setup Time: _____
Phone #: _____	Ending Time: _____
Name of Renter: Event Address:	Balance Due: \$_____ Total (Tax Included)

This Rental Agreement is made and entered into this ____ day of __2014 between the undersigned Lessee and Froggy-Jumps. Lessee and Froggy-Jumps have mutually agreed that this Rental Agreement shall be subject to the information contained in this contract.

PARTIES: The Lessee hereby engages Froggy-Jumps who agrees to furnish the items described below upon the terms and conditions set forth herein.

PAYMENT: Full payment is due upon arrival at event, in the name of Froggy-Jumps.

TIMING AND FEES: The reserved rentals shall be delivered no later than 15 minutes before the requested start time unless both parties agree upon other arrangements. If Froggy-Jumps delivers the equipment past the stated time on the contract, Froggy-Jumps agrees that the rental equipment for that event will be provided at no cost to the lessee. Lessee agrees that a \$20 delivery fee will apply in such event. Froggy-Jumps is dedicated to excellent customer service.

Froggy-Jumps reserves the right not to perform outdoor engagements when, in judgment, weather conditions would be detrimental to the equipment and/or safety concerns for Lessee. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

NOTE: A representative from Froggy-Jumps will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event, payment is due and not refundable.

Trip fee: A trip fee of \$20 may apply to locations that are more than 10 miles from place of business unless other arrangements are made between parties.

SETUP AND OPERATION: The Lessee should have at least 1 person of average strength per inflatable at all times. This person (operator) will be responsible for operation of the ride. Lessee is responsible for enforcing posted and below listed rules. Instructions for safety and operation will be reviewed at the time of setup.

1. All occupants remove their shoes before entering unit.
2. All occupants are assisted when entering and exiting the unit.

- the unit at the same time (for the protection of smaller event-goers).
4. Occupants remove glasses and dangling jewelry.
 5. No climbing, hanging or pulling on the nets, sides, top, or back of the units.
 6. No roughhousing or horseplay in, on or around the unit.
 7. At any given time, Slide/Slip & Slide shall be limited to **ONE PERSON** at any given time.
 8. At any given time, Bouncer/Moonwalk capacity of the occupants is never to exceed:
Small Children: 4 – 6 Medium Children: 3 – 5 Teens or Adults: 1-3

AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!

FOOD, DRINKS, CANDY, ANIMALS, SHOES, Silly String or SHARP OBJECTS are **NOT** allowed in the rentals at any time. The operator is responsible for ensuring that the size and number of persons entering the inflatable does not exceed the maximum. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. **IF THE EQUIPMENT MOVES OFF THE PROVIDED TARP, DAMAGE OR STAINING MAY OCCUR ON THE BOTTOM OF THE UNIT.**

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal.

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Froggy-Jumps Rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but are estimated below:

\$50 for cleaning fees
\$200-\$500 for repairs
\$2000 if the unit is not repairable

A. HOLD HARMLESS PROVISION:

Lessee agrees to indemnify and hold Froggy-Jumps 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 Froggy-Jumps from injuries or damages incurred as a result of the use of said equipment unless Froggy-Jumps is operating the equipment and is deemed by a court of law to be negligent in its actions. Froggy -umps cannot, under any circumstances, be held 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 Froggy-Jumps From any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

B. DUTY TO MITIGATE:

In the event of injury, damage or loss due to Froggy-Jumps negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damages or loss.

C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of injury, damage or loss due to Froggy-Jumps negligence.

D. DISCLAIMER OF WARRENTIES:

Froggy-Jumps makes no warranties either expressed or implied as to the condition or performance of any equipment and /or property leased by Lessee from Froggy-Jumps. By signing this contract, 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

instruction manual for said equipment and /or property.

E. MERGER CLAUSE:

This signed Agreement contains the entire agreement between Froggy Jumps and Lessee. No amendment, whether from previous or subsequent negotiations between Froggy-Jumps and the Lessee, 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.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact Froggy-Jumps at **713-446-9350** or **713-351-9065** immediately in order to resolve the problem. Froggy-Jumps is not responsible for any refunds if the Lessee fails to make contact with the lesser.

**Lessee Signature
Responsible Party**

Lessor, Froggy-Jumps

Reservation Details:

