

Mom & Son Happy Jumpers LLC

309 S. High St.

Fairmount, IL 61841



1) General

The terms "Lessor" refers to Mom & Son Happy Jumpers LLC. The terms "Lessee", "You" and "Your" refers to the renter or customer. The term "Agreement" refers to the rental agreement. The term "Equipment" or "Unit" refers to the rental equipment covered by the agreement including, but not limited to inflatables, pools, ball pit, and large yard games. Both parties agree to be bound by the terms and conditions of this Agreement. The Equipment is being rented to the Lessee whose name appears on the Rental Order/Invoice and cannot be sub-leased or used by any other party other than that listed on the Rental Order/Invoice. This agreement, along with the Rental Order/Invoice, will constitute the entire agreement.

2) Price and Payment

Our down payment is 50% of the total rental charges and is due when the Lessee completes the reservation. Rental equipment is not guaranteed until the down payment is received. The remaining balance is due no later than 7 days before the event in which you will receive a reminder email. Payment can be made using Visa, Mastercard, American Express or Discover. Personal checks are not accepted. For corporate clients, corporate checks will be accepted for company or school events. The Lessor will provide the Lessee with a detailed Rental Order/Invoice; however, if the Lessee adds equipment to the rental order or if the delivery location changes then the invoice amount may change, and the Lessee still agrees to pay the additional amount. Lessee hereby agrees that Mom & Son Happy Jumpers LLC. may charge any credit or debit card or account provided by Lessee for any such change in price resulting in a balance owed by Lessee.

3) Permits and Licenses

Lessee is responsible for obtaining all permits, licenses, authorizations, and approvals from appropriate parties, companies, homeowners associations and/or government for the lawful and safe use of all rental Equipment.

4) Underground Utilities

Stakes are driven between 1-3 feet into the ground. If you are in Illinois please make sure you have contacted [Julie Dig here](#) or if you are in Indiana please make sure you have contacted [Indiana 811 here](#) to have your inspection done 1-3 days before we arrive. They will mark any main lines from utility companies. Anything else such as septic, dog fencing, gas lines, sprinkler system, etc. will be the Lessee's responsibility to mark. Please do not remove any flags or marks completed by them as it could prevent Mom & Son Happy Jumpers LLC from installation of the unit. Also, Mom & Son Happy Jumpers will not be held responsible for the damage caused to your yard by the inflatable or foot traffic.

5) Delivery

Delays and changes in the delivery schedule are unavoidable at times, however Mom & Son Happy Jumpers LLC will do their best to accommodate the delivery need of the Lessee. We require the Lessee or an appointed adult to be present at the time of delivery to inspect the Equipment. Delivery fees are based on the distance from our home location. Lessee is further responsible for providing and obtaining safe and clear access to the delivery and retrieval location, including without limitation. Mom & Son Happy Jumpers, LLC may refuse, without penalty, delivery and/or retrieval of the Equipment if Lessee fails to provide safe means for us to enter or exit.

6) Modification and Cancellation to Your Rental Order

You can add to your order up to 12 hours prior to your scheduled delivery if the equipment is available. Cancellation of selected Equipment or cancellation of your entire Rental Order can be made up to the scheduled event date, however, cancellation fees will apply as follows: Cancellations occurring 2 weeks or more prior to the event date will

receive 100% of money back. Cancellations occurring less than 2 weeks prior to the event date will result in a cancellation fee **up to** 50% of the total Rental Order/Invoice. Cancellations occurring 5 days or less prior to the event date **will** result in a cancellation fee equal to 50% of the total Rental Order/Invoice. If this cancellation is due to severe weather conditions. We will issue you a rain check that will be good for 12 months or offer a refund. This nontransferable rain check must be used by you.

7) Taxes and Insurance

Any sales, use, or similar taxes, tariffs, fees, or other levies, duties, governmental charges, or surcharges now or hereafter imposed under any present or future law in connection with the delivery, use, or rental of the Equipment, shall be payable by the Lessee. Mom & Son Happy Jumpers, LLC. is neither providing, nor offering to provide, directly or indirectly, any first or third-party insurance coverage in connection with the rental of Equipment to Lessee

8) Rental Wear and Tear

Because our items are frequently rented and cleaned there may be signs of “ordinary wear and tear” and that we cannot guarantee new or like-new quality. Our guarantee is that it will be cleaned and sanitized to the best of our ability because we want you to have a great product experience. Also, a unit may become unavailable at any time, due to maintenance, we reserve the right to substitute a different unit for your order. We will do our best to make this substitution comparable to the original rental.

9) Overnight Rentals

Lessee understands if in the event that the unit must be on their property overnight or if it is rented overnight, they acknowledge that the blower is to be removed from the Inflatable device and locked up in a secure location. Also, that the inflatable will not be moved once Mom & Son Happy Jumpers, LLC has secured it to the ground.

10) Damage, Destruction, and Loss

Lessee acknowledges that in the event any rented Equipment sustains any damage or destruction or is lost or is stolen while under rent to Lessee, Lessee agrees to pay Mom & Son Happy Jumpers, LLC the full retail replacement cost. Mom & Son Happy Jumpers, LLC may agree to a pro-rated cost of repairs to the equipment at their discretion if repairing it means the Equipment will return to its pre-rented condition. Lessee further agrees to accept full responsibility and liability for the use of the Equipment. **Stapling, gluing, or taping anything to the Inflatables or Games is considered destruction and you will be charged the full replacement cost for the damaged equipment.** You may decorate around the inflatable if needed, but not on it.

11) Return of Rented Equipment

All trash and decorations of any kind should be removed from the event area before the scheduled pickup time. If possible, please leave the inflatable on so it can be inspected. All parts and game pieces need to be together for easy pick up. Lessee or its appointed adult shall be present at the time of pick up to verify the transfer of Equipment from the Lessee to Mom & Son Happy Jumpers, LLC. Lessee shall make available all rented Equipment at the time, date, and place agreed on. Lessee shall return all rented Equipment in the same condition and manner as Lessee received them. Lessee will be responsible for the safe and secure storage of all rented Equipment while in the Lessee possession. Lessee agrees and acknowledges that if Lessee fails to return all rented Equipment to Mom & Son Happy Jumpers, LLC or if Lessee fails to make all rented Equipment available for pickup, then Lessee is subject to additional service charges. Lessee gives Mom & Son Happy Jumpers, LLC permission to enter their property for the purpose of collecting the rental equipment.

12) Weather

Mom & Son Happy Jumpers, LLC cannot control the weather on the day of your event. We will, however, deliver your equipment and set up your inflatable rain or shine if it is safe to do so. We reserve the right to alter your pickup date and times based on the weather. It is the Lessee’s responsibility to be aware of changing

weather conditions and to exercise their best judgment with regards to evacuation of inflatables. The inflatable must be deflated (aired down) during severe weather with wind speeds exceeding 20 MPH. If the wind speed is below 20 MPH and rain is present, cover the blower with a table or other similar object but **do not** deflate the inflatable. For additional safety requirements refer to the safety card attached to the inflatable and or the inflatable safety waiver.

13) Disclaimer of Risks

Lessee understands and acknowledges that play on an inflatable entail 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. Lessee agrees to indemnify and hold Mom & Son Happy Jumpers LLC harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds Mom & Son Happy Jumpers LLC harmless from injuries or damages incurred because of the use of the leased equipment. Mom & Son Happy Jumpers LLC cannot, under any circumstances, be held liable for injuries because of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold Mom & Son Happy Jumpers LLC harmless from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

14) No Warranties

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Equipment from Mom & Son Happy Jumpers LLC will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. Lessee is aware that while in their care they are fully responsible for the inflatable and will pay for any loss or damage that may occur.

15) Conclusion

Lessee agrees to reimburse Mom & Son Happy Jumpers LLC for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Rental Company to enforce collection or to preserve or enforce rights under this contract. Lessee agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.

It is the responsibility of the person/s or organization renting this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable. Please ensure the following safety instructions are followed:

- 1) No food, drink or chewing gum on or around the Inflatable. This will avoid choking risk and keep the unit clean. (Please note if the Inflatable is collected in a dirty condition, then the person hiring it will incur a cleaning charge)
- 2) Shoes, glasses, jewelry, and badges MUST be removed before using the inflatable to avoid injury to peoples using the equipment and harm to the Inflatable.
- 3) NO face paints, party poppers, colored streamers or SILLY STRING to be used either on or near the Inflatable. (Please note these products will cause damage to the Inflatable that cannot be repaired)

- 4) Only 1 rider allowed at the top of water slide at a time, or 2 riders for double lane slides, 6 users per bounce house or combo unit unless specified on the unit.
- 5) Anyone with head, back, neck, or any muscular-skeletal injuries or disabilities, pregnant women, children under 3 years of age, and others who may be susceptible to injury from falls bumps, or bouncing are not permitted in the unit at any time.
- 6) Mom & Son Happy Jumpers LLC is not responsible for striking or damaging any underground utility lines/devices (included but not limited to electrical, plumbing, sprinkler, etc.). It is the lessee's responsibility to tell Rental Company where inflatable is to be set up and have any underground utility lines marked prior too.
- 7) Climbing, hanging or sitting on walls is dangerous and must not be allowed.
- 8) A responsible Adult must always supervise the inflatable.
- 9) Always ensure that the Inflatable is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using it at the same time.
- 10) Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 11) No pets, toys or sharp instruments on the inflatable at any time.
- 12) Keep the unit away from heat and open flame at all times, material will burn or melt. NO FIREWORKS near it. If the inflatable begins to lose air, make your way to the exit immediately.
- 13) No smoking in or near the unit
- 14) Do not allow anyone to bounce on the front safety step as this is dangerous
- 15) Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
- 16) Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- 17) In the event that the blower stops working, please ensure all users get off the inflatable immediately and calmly. Check the fuses and make sure the blower tube or deflation tube has not come undone, or something has not blown onto and is obstructing the blower. If it overheats, or loses power, switch the blower off at the mains, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately.
- 18) THE MOST IMPORTANT RULE: DO NOT let children play on the inflatable without adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the Inflatable.