

Carolán Rental & N- Flatable Fun Rental Agreement

Customer Name: _____ Address _____ Phone: _____

Delivery Address: _____ Date: _____ Time of event: _____

- 1. DELIVERY:** Customer grants the right to enter and exit above property for purposes of delivery and pickup of the rental equipment approximately the above specified times.
- 2. CONDITIONS OF EQUIPMENT DELIVERED:** Customer agrees to inspect the rented equipment once it is delivered to the above address and to immediately notify the persons from Carolán Rental who are setting up the rented equipment, in a written signed notice of any observable damage or defects in the rented equipment. Customer agrees to return the rented equipment in the same good working condition in which it was delivered? The only exception is when a Customer specifically advised Carolán Rental on in writing as being defective or damaged. If the rented equipment is damaged for any reason while it is in the possession of the Customer, or not returned by the date and time it is due, for any reason (including excuse, loss seizure or theft) the deposit may be used by Carolán Rental to pay any amounts due Carolán Rental under this agreement and the Customer remains Responsible for any additional rent and damages which may exceed the payment in full. This includes the cost to replace equipment if not returned.
- 3. BREAKDOWN OF EQUIPMENT:** If any of the rented equipment becomes unsafe or in need of repair, Customer agrees to immediately stop using it, and cause Customer's guests to stop using it, and to contact Carolán Rental for direction. Carolán Rental is not responsible to Customer or any other, for injury, loss or damage from a defect in, problem with, or misuse or the rented equipment.
- 4. ASSUMPTION OF RISKS:** Customer acknowledges that the activities to be engaged in during Customer's rental of an inflatable amusement device, brings with it both known and unanticipated risks to oneself and guests and invitees. Those include but are not limited to falling, slipping, crashing or colliding, all of which could result in injury, illness, disease, emotional distress, death and/or property damage to Customer or Customer's guests ('Risks'). Customer voluntarily assumes all of the Risks associated with the use of the rented equipment and the retention of the rented equipment at the address stated above.
- 5. RELEASE AND INDEMNIFICATION:** Customer knowingly, freely and voluntarily releases, indemnifies and holds Carolán Rental harmless from any and all liability, claims, demands, actions, proceedings, costs, damages, injuries and expenses (including reasonable attorney fees and court costs), whether by customer or by a third party using the rented equipment, which may arise out of or is in any way connected with the rented equipment while at the address stated above.
- 6. INSURANCE:** Customer warrants and represents that Customer has adequate insurance, with liability insurance coverage for bodily injury and property damage, to fully protect the Customer and the Customers' guests from the risks associated with using the rented equipment, and hereby waives the right of the Customer's insurance company to bring any type of action or proceeding on behalf of the Customer against Carolán Rental whether by assignment of claim, subrogation or otherwise.
- 7. SUPERVISION:** Customer agrees to supervise both the rented equipment and the use of the rented equipment at all times while it is at the address stated above, to insure compliance with all rules for use of the rented equipment, which Customer acknowledges having received from Carolán Rental, unless you are paying Carolán Rental staff to operate and attend the rented equipment! If you do not have enough attendants you agree to shut down the item(s) that are not being attended. Discounts and/or refund will not be given if a rental has to be shut down for any reason.
- 8. CANCELLATION FEE:** If approved by Carolán Rental to pay on the day of event or to be billed and if under any circumstance the customer needs to cancel their event, a 50% cancellation fee will be charged.
- 9. RAIN DATE POLICY-** If a rain date is chosen, all equipment will be subject to availability and substituted with similar equipment if original equipment is already booked for that date, otherwise all equipment will carry over. In order not to have additional charges, the rain date policy must be invoked 48 hrs. prior to the scheduled event time.
- 10. CANCELLATION POLICY/ REFUND POLICY-** In case of a 21 day advanced notice of cancellation of a scheduled event, the non –refundable 50% down payment may be applied to a future event rescheduled within 90 days of the original event date. If the booking occurs within the 21 days of the cancelled event the same rule applies. **ALL DOWN PAYMENTS ARE NON-REFUNDABLE.**

ADDITIONAL CHARGES AND TIMES OF CANCELLATION:

Once truck and trailer are loaded, a \$100- \$300 load/unload fee will apply depending on how many items is on your contract

Once we have arrived to the site, but before setting, there will be a load plus mileage fee applied if the event is cancelled.

Once we have started to setup there will be a load, mileage, and setup fee applied, if cancelled.

Once the event start time has passed the customer will be fully charged with no refunds.

Carolan Rental delivery trucks must be able to unload within 100 ft. of set up otherwise additional fees will apply and will based on equipment unloaded and distance.

11. WEATHER POLICY- Carolan Rental reserves the right to shut down any/all equipment due to inclement weather and/or high winds. For weather that Carolan Rental feels could endanger someone while using a rental/inflatable, Carolan Rental employees and associates reserve the right to shut down rented items. No refunds will be given if a rented item is shut down due to weather/high winds.

12. ELECTRICAL NEEDS- Electricity is the responsibility of the customer to provide, unless otherwise specified. Generators can be provided by Carolan Rental, but will incur additional charges. If generators are rented from Carolan Rental and breakdown and some/all equipment shuts down there will be no refunds due to this. The best way to prevent this is to have hard wired outlets available if, at all possible. We strongly recommend not to plug multiple items into the same circuit.

13. OVERNIGHT RENTALS: Renter understands and acknowledges that the blower is to be removed from the inflatable device and locked up in a secure location overnight. _____ (please initial)

14. SETUP- Carolan Rental requires access to the event site up to 24 hrs. prior to the event and access to event site for 4 hrs after the event has ended.

15. EVENT SITE- Outdoor event sites are to be clean and mowed 24 hrs. prior to setup time. If inflatables are to be staked, underground lines, sprinkler lines/heads, & similar must be marked before we arrive. This is the customer's responsibility.

16. SET UP SURFACE: Carolan Rental requires that all inflatables are staked into the ground OR if set up on a hard surface there MUST be sufficient weight supplied by the customer to anchor the inflatable down. Liability lies within the customer during the time of operation. Carolan Rental STONGLY suggests if at all possible to use a grassy area. If set on hard surface and the wind blows over 15 MPH we reserve the right to shut the event down and there will be NO refunds. If we arrive to the event and items are going on hard surface and the wind is blowing over 15 MPH we will not setup and the event will still need to be paid in full.

17. IT IS THE RESPONSIBILTY OF THE CLIENT TO MARK AND IDENTIFY ALL UNDERGROUND UTILITIES, SERVICE AND IRRIGATION LINES ON EVENT GROUNDS.

18. DOWNPAYMENT: a 50% non-refundable down payment, or whatever percentage is agreed upon is required at the time of booking in order to insure all rental items are available and reserved for your event. If a lesser down payment is agreed upon, the customer will still be responsible for the difference to meet the 50% in accordance to # 8. Final Balance is due in full the day before the event. If full payment is not paid at the start time of the event, we reserve the right to set up until full payment is issued.

19. PAYMENT: 50% down payment (non-refundable) required upon reserving items. Balance must be paid in full the day before the event, unless other arrangements have previously been made with Carolan Rental. We accept cash (in-store), credit card, check, & PO's (PO must be approved prior with Carolan Rental) We can accept credit card payments over the phone without a fee to do so. All events must be paid full before we deliver and set up. A 9% damage waiver fee is added to ALL orders on rental items. This is automatic and non-refundable. Please sign below acknowledging you have read and agree to these terms.

As a representative of _____ I, _____ agree to the above terms and conditions if this contract.

Signature _____ Date _____

Please send or fax back to Carolan Rental. Our fax # is 605-213-0479. Our address is 620 N. Cliff Ave. Harrisburg, SD 57032

Email: cheryl@carolanrental.com,

