

Carolan 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 Carolan 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 Carolan 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 Carolan Rental to pay any amounts due Carolan 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 Carolan Rental for direction. Carolan 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 Carolan 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 Customer's 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 Carolan 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 Carolan Rental.
8. **CANCELLATION:** In the case of cancellation, Customer must notify Carolan Rental at least two weeks prior to the event in order to receive in- store credit of any and all down payments.
9. **CANCELLATION FEE:** If approved by Carolan Rental Management 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.
10. **SAFE OPERATION:** Customer has been shown to, and agrees to safely operate and store the rented equipment.
11. **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.

CUSTOMER'S SIGNATURE

DATE

