

Cloud 9 Jumpers, LLC Rental Agreement

Reservations: Reservations for rental equipment are confirmed by signing this agreement and paying the deposit described herein. Fees and charges for rental equipment will be calculated according to the times and dates documented on your invoice. A 50% deposit of rental fees are due at the time of the reservation (*refundable if cancellation occurs more than 14 days before scheduled event delivery date and time*). If you are more than 10 miles from Kelsey Street, 92124 you are subject to a delivery fee _____ (*initials*).

Equipment Delivery/Pick Up: *Cloud 9 Jumpers, LLC* staff are responsible for loading and unloading of all equipment. The customer must have access to the event site; *Cloud 9 Jumpers, LLC* must have an accessible, dry, clear, and flat area to set up equipment. If the venue is outside the playzone must be set up on grass or concrete. We will not set up on asphalt, woodchips, sand, dirt etc _____ (*initials*).

Cancellation policy: Reservations, for which have been paid in full or have a paid deposit, are non-refundable if cancelled less than 14 days before the scheduled delivery time. Customers can however request to reschedule their event one time. *Cloud 9 Jumpers* holds the right to cancel a reservation due to inclement weather which may cause damage to outdoor equipment; in which case, the customer can receive a full refund _____ (*initials*).

Refunds: Refunds are authorized if the customer cancels 14 days prior to schedule delivery time and date or a *Cloud 9 Jumpers* representative determines that the equipment malfunctioned and the customer is not at fault. No refund will be furnished simply because equipment was not used or was turned in early. Refunds will be paid in the method in which the original payment was made. All refunds paid in cash will be made available within 3-5 business days _____ (*initials*).
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WHITE BOUNCE HOUSE- The white bounce house requires a \$100 deposit that will be returned upon the pick-up inspection concluding your event. Any face paint, glitter, dirt, mud or excessive amount of dirtiness that is cleanable (not stained) will result in your deposit being forfeited _____ (*initials*).

Party/event locations: *Cloud 9 Jumpers, LLC* equipment will be delivered to the location desired by the client. However, it is the client who assumes any and all responsibilities for the proper obtainment of a permit and or license or any other permissions needed to set up equipment at the event. *Example: A public park or venue. Any such fines, fee's, or liabilities resulting from a failure to procure the proper permissions will be the client's responsibility and at the client's expense.* If proof of Liability insurance is needed for your venue you will need to get the proper information needed from the venue and inform *Cloud 9 Jumpers, LLC* at least a week before your scheduled event _____ (*initials*).

Weather & Unsafe Conditions Policy : *Cloud 9 Jumpers, LLC* prioritizes the safety of children, guests, staff, and rental equipment. Because outdoor weather conditions can change quickly, *Cloud 9 Jumpers, LLC* reserves the right to modify, postpone, or cancel the set up of rental equipment if weather conditions are determined to be unsafe such as excessive heat, strong winds, rain, thunderstorms, air quality conditions or other weather conditions that could create an unsafe environment. Final determination regarding weather-related safety will be made by *Cloud 9 Jumpers, LLC*. **It is best practice to have a back up plan to move the party to an indoor location in the case of poor weather/air conditions.**

Extreme Temperatures & Shade: For outdoor events, a canopy or shade covering will be required when temperatures are expected to reach **85°F or higher**. Lessee can provide their own canopy meeting the minimum requirements. If temperatures are expected to reach **95°F or higher** the event must be moved indoors or postponed/rescheduled. **Customers are responsible for providing hydration, enforcing play breaks, and supervision for children during hot-weather events.**

Canopy Requirements: The canopy minimum requirements are, but not limited to:
Must be provided or rented when temperatures are expected to reach **85°F or higher**
Must be approved by *Cloud 9 Jumpers, LLC* prior to the scheduled event.
Must be properly staked and anchored.
Must provide adequate shade over the designated play area(s)
If lessee is unable to provide shade, a canopy must be rented over each play equipment rental.

Wind: Inflatables may not be operated in unsafe wind conditions. For safety, inflatables must not be operated when sustained winds or wind gusts reach **15 mph or higher**. *Cloud 9 Jumpers, LLC* may stop use, deflate, or remove an inflatable if wind conditions become unsafe, regardless of the original forecast. The customer is responsible for ensuring that the set up area remains accessible and safe throughout the rental period.

Rain and Wet Conditions: Inflatables and soft-play equipment may not be used for **outdoor venues** post-rain (*the night before*), during rain or when surfaces are excessively wet. Canopies are not a suitable remedy to rain and wet conditions. The Customer must discontinue use of the equipment if rain begins and notify *Cloud 9 Jumpers, LLC* if conditions affect the equipment or setup area. Equipment must not be used on standing water, saturated ground, mud, or other excessively wet surfaces.

If equipment becomes wet during the rental period, customers must keep children and guests off of the equipment until *Cloud 9 Jumpers, LLC* determines that it is safe to resume use. Additional cleaning or drying fees may apply if equipment is returned excessively wet, muddy, or soiled due to weather or ground conditions.

Thunderstorms & Lightning: All inflatable and soft-play equipment just be immediately evacuated and may not be used during thunderstorms or when lightning is present in the area. Equipment must remain unused until the storm has safely passed and *Cloud 9 Jumpers, LLC*

determines that conditions are appropriate for continued use. If severe weather prevents safe operations, the rental may be suspended or cancelled.

Air Quality: *Cloud 9 Jumpers, LLC* may postpone, suspend, or cancel an outdoor rental when air quality is determined to be unhealthy or otherwise unsuitable for children. Air quality may be evaluated using available information from AirNow, local air quality monitoring stations, or other reliable air quality sources for the event location. As a general guideline:

AQI 0-100: Outdoor use may proceed under normal conditions

AQI 101-150: *Cloud 9 Jumpers, LLC* may require additional precautions or may recommend postponing, particularly for events involving young children or individuals who may be sensitive to poor air quality.

AQI 151 - Higher: Outdoor rental activities will be suspended, postponed, or cancelled due to unhealthy/hazardous air quality.

Setup Area & Surface Requirements: The customer is responsible for providing a safe and suitable setup area that is large enough for the rented equipment and provides adequate clearance around the rental equipment.

Rental equipment can **ONLY** be placed on concrete or grass. **NO** dirt, mud, wood chips, rocks, or asphalt.

The set up surface must be reasonably level, stable, clean, and free of hazards. Equipment may not be placed on steep slopes, excessively uneven terrain, loose or unstable surfaces, standing water, mud, or other conditions that may compromise the safe setup, anchoring, or operation of the equipment. A driveway or paved surface with a small slope may be used when appropriate; however, meeting the required dimensions does not guarantee that the location is suitable for set up. The rental equipment must not be placed near uncovered/unfenced lakes, ponds, jacuzzis, or pools.

The customer is encouraged to provide photos and accurate measurements of the proposed setup area before the event if there is any question regarding space, slope, surface, or accessibility.

Cloud 9 Jumpers, LLC reserves the right to refuse setup or require an alternative setup location if the slope, surface, clearance, access, anchoring conditions, or other site conditions are determined to be unsafe.

By booking with *Cloud 9 Jumpers, LLC* the customer agrees to follow all weather conditions, set up requirements and air quality related safety instructions and immediately discontinue use when instructed _____ **(initials)**.

Return of Equipment and Inspection:

The customer will be charged an additional fee for all rental equipment not turned in a clean, or dry condition. A \$100.00 cleaning (*Per each equipment rental. Bounce house&soft play bundle package cleaning fees are charged individually*) fee will be charged on any equipment, inflatables, canopies, and concessions if returned wet or dirty _____ (*initials*).

The customer will be charged a \$100 cleaning fee if there are any signs of an animal being in/on our equipment _____ (*initials*).

The customer will be charged \$200 cleaning fee for animal urine or subject to pay full replacement at current market value for affected rental equipment at the discretion of Cloud 9 Jumpers, LLC _____ (*initials*).

If determined by Cloud 9 Jumpers, LLC The customer shall pay the full replacement cost, including labor, and shipping for any severely damaged, soiled, lost or stolen rental equipment _____ (*initials*).

Any lost/misplaced equipment not returned/delivered to Cloud 9 Jumpers place of operations within 3 days from the customer's scheduled rental event will be considered lost. *For example, if the customer fails to find and return a foam climbing structure or an animal hopper etc.,* The customer agrees to pay Cloud 9 Jumpers, LLC the full market value cost _____ (*initials*).

If the customer fails to pay the replacement costs Cloud 9 Jumpers, LLC reserves the right to take any and all legal action to recover any damages and missing inventory _____ (*initials*).

Lease Printed Name(s) _____, Date: _____

Address: _____ City _____ State: California, Zip _____

I have fully read and understand **Cloud 9 Jumpers, LLC Rental Agreement**

Lessor Signature(s) _____

Cloud 9 Jumpers, LLC Rules and Safety Procedures

It is the responsibility of the person/s or organization hiring this inflatable & soft play 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. A responsible adult must always supervise the inflatable and soft play areas. Adult supervision is necessary to enforce these rules for safe operation of the Inflatable.
2. NO face paints, party poppers, colored streamers, glitter or SILLY STRING is to be used either on or near the inflatable or soft play zones. (Please note these products will cause damage to the Inflatable that cannot be repaired and will be renters responsibility to replace at full market value)
3. NO pets, toys or sharp instruments near or on the inflatable or soft play zones at any time.
4. NO food, drink or chewing gum on or around the inflatable or soft play zone. This will avoid a choking risk and keep the unit clean. (Please note if the Inflatable is collected in a dirty condition then the person lessee will incur a cleaning charge)
5. Shoes, glasses, jewelry, and badges MUST be removed before using the inflatable and soft play zones to avoid injury to peoples using the equipment and harm to the Inflatable.
6. NO climbing or hanging, or sitting on walls.
7. Always ensure that the inflatable and soft play zones are not overcrowded, and limit numbers according to the age and size of children using it. Children must be similar in size.
8. Only 1 rider allowed at the top of a slide at a time, or 2 riders for double lane slides. Riders should go down the slide FEET FIRST ONLY.
9. Ensure children are not pushing, colliding, fighting, or behaving in a manner likely to insure or cause harm or distress to others.
10. Do not allow anyone to bounce on the front safety step or front slide as this is dangerous.
11. NO flips, diving, rough play, wrestling or any unsafe activities both in or around the inflatable or soft pay zones.
12. Do not allow anyone on the inflatable equipment during inflation or deflation as this is dangerous.
13. In the event that a blower stops working, please ensure all users get off the inflatable immediately and calmly. Check the extension cords, fuses, and make sure the blower is still secure, upright, and has no obstructions. Contact Cloud 9 Jumpers, LLC immediately if issues cannot be resolved.
14. NO open flames of any kind near any inflatable unit(s) or soft play zone(s).
15. NO jumping from a higher/taller object or building onto inflatables or other rental equipment.

I, _____ (*Print Name*) understand that:

1. I am responsible for following the rules and safe procedures mentioned above by Cloud 9 Jumpers, LLC in order to protect the equipment and provide a safe environment for myself, my guests and any other people that can have access to Cloud 9 Jumpers equipment while it is in my possession.

2. I AGREE TO RELEASE, DEFEND, INDEMNIFY, NOT SUE AND HOLD HARMLESS to *Cloud 9 Jumpers, LLC* officers, owners, employees, equipment manufacturers from any claims, damages, (including medical fees, attorney fees), injuries (including disabilities, paralysis and death) and expenses arising out of or resulting from my voluntary attendance/participation with Cloud 9 Jumpers, LLC.

Leese Printed Name(s)_____, Date:_____

Address: _____ City_____ State: California, Zip_____

I have fully read and understand ***Cloud 9 Jumpers, LLC Rules and Safety Procedures***

Lessor Signature(s)_____

Cloud 9 Jumpers, LLC Release and Waiver of Liability

This is a legal document between the client "The Renter" and "*Cloud 9 Jumpers, LLC*", which affects your legal rights, so please read carefully.

The Renter desires to rent from *Cloud 9 Jumpers, LLC* equipment to be used by the Renter and his/her guests, invites or other persons while in Renter's possession. Renter understands the inherent risk of use of bounce houses and/or soft play equipment may, by its nature, cause injury or harm to Renter, his/her guests, invites, or other persons and/or children.

The Renter does hereby freely, voluntarily, and without duress executes this Release under the **Following terms:**

1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and accepted) _____ (initials).
2. Customer agrees to *Cloud 9 Jumpers, LLC* right to enter premises of customer at any time to repossess said equipment _____ (initials).
3. Customer agrees to reimburse *Cloud 9 Jumpers, LLC* for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by *Cloud 9 Jumpers, LLC* to enforce collection or to preserve or enforce rights under this contract _____ (initials).
4. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location _____ (initials).
5. If any equipment/inventory is damaged, the customer agrees to pay the cost of repair, including labor, for all damages to repair any rental inventory _____ (initials).
6. If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay full market value to replace any rental inventory _____ (initials).
7. Customer agrees to ensure that all users (and users' guardians) of the rental read and follow all rules _____ (initial).
8. *Cloud 9 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 lessee's responsibility to tell *Cloud 9 Jumpers, LLC* where inflatable and/or soft play zones are to be set up and have any underground utility lines marked prior to _____ (initials).
9. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this equipment from *Cloud 9 Jumpers, LLC* will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever _____ (initials).
10. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss, damages, or injuries that may occur _____ (initials).

I have read the above agreement and fully understand and accept the conditions as above _____ (initials).

1. **Waiver and Release:** Renter understands and acknowledges that this Release discharges *Cloud 9 Jumpers, LLC* from any liability or claim that the Renter may have against *Cloud 9 Jumpers, LLC* with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renters use and possession of *Cloud 9 Jumpers, LLC* equipment. Renter does hereby release and forever discharge and hold harmless *Cloud 9 Jumpers, LLC* and its successors and assigns from any and all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renters possession and use of *Cloud 9 Jumpers, LLC* equipment _____ (initials).

2. **Insurance:** Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter _____ (initials).

3. **Other:** Renter expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Renter agrees that in the event that any clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable _____ (initials).

I, _____ (Print Name) understand that:

1. I am responsible for following the rules and safe procedures mentioned above by *Cloud 9 Jumpers, LLC* in order to protect the equipment and provide a safe environment for myself, my guests and any other people that can have access to *Cloud 9 Jumpers, LLC* equipment while it is in my possession.

2. I AGREE TO RELEASE, DEFEND, INDEMNIFY, NOT SUE AND HOLD HARMLESS to *Cloud 9 Jumpers, LLC* officers, owners, employees, equipment manufacturers from any claims, damages, (including medical fees, attorney fees), injuries (including disabilities, paralysis and death) and expenses arising out of or resulting from my voluntary attendance/participation with *Cloud 9 Jumpers, LLC*.

Lease Printed Name(s) _____, Date: _____

Address: _____ City _____ State: California, Zip _____

I have fully read and understand ***Cloud 9 Jumpers, LLC* Release and Waiver of Liability**

Lessor Signature(s) _____