

# ONCE UPON A PARTY NOLA LLC

## SOFT PLAY RENTAL CONTRACT AGREEMENT

- 1) This soft play equipment has been received in good condition and will be returned in the same condition.
- 2) Customer agrees to allow ONCE UPON A PARTY NOLA LLC the right to enter the premises of the customer at any time for soft play equipment.
- 3) Customer agrees to reimburse ONCE UPON A PARTY NOLA LLC for all attorney fees, amount not less than 50% of all sums due, court costs and expenses incurred by ONCE UPON A PARTY NOLA LLC to enforce collection or to preserve or enforce rights under this contract.
- 4) Customers agree not to loan, sublet or otherwise dispose of soft play equipment or use it at any other location.
- 5) Customer agrees to pay in full the replacement cost, including labor, for all damages to soft play equipment.
- 6) If the soft play equipment is lost, stolen, or damaged beyond repair, the renter agrees to pay up to \$2,000.
- 7) Customer agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.
- 8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Soft Play Equipment from ONCE UPON A PARTY NOLA LLC will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions above. I am aware that while in my care, I am fully responsible for the soft play equipment and will pay for any loss or damages that may occur.
- 9) Lessee understands and acknowledges that soft play entails 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 ONCE UPON A PARTY NOLA 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 harmless ONCE UPON A PARTY NOLA LLC from injuries or damages incurred as a result of the use of the soft play equipment. ONCE UPON A PARTY NOLA LLC cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless ONCE UPON A PARTY NOLA LLC from any loss, damage, theft or destruction of the soft play equipment during the term of the rental and any extensions thereof.

\_\_\_\_\_  
Participant's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant's Printed Name

# ONCE UPON A PARTY NOLA LLC

## SOFT PLAY RULES

It is the responsibility of the person/s or organization hiring ONCE UPON A PARTY NOLA LLC to ensure that all possible precautions are taken to avoid injury to people or damage to the soft play equipment. Please ensure the following safety instructions are followed:

- 1) No food, drink or chewing gum on or around the soft play area. This will avoid any accidental risks and keep the equipment clean. (Please note if the equipment is collected in a dirty condition, then the person hiring it will incur a cleaning charge.)
- 2) All shoes, jewelry, loose objects in pockets, and badges MUST be removed before entering the soft play area to avoid injury to people using the equipment and harm to the equipment.
- 3) NO face paints, party poppers, colored streamers or SILLY STRING to be used either on or near the soft play area. (Please note these products will cause damage to the equipment that cannot be repaired).
- 4) ONCE UPON A PARTY NOLA LLC is not responsible for striking or damaging any underground utility lines/devices (including but not limited to electrical, plumbing, sprinkler, etc.). It is the lessee's responsibility to tell ONCE UPON A PARTY NOLA LLC where equipment is to be set up and have any underground utility lines marked prior to.
- 5) Climbing, hanging or sitting on safety gates is dangerous and must not be allowed.
- 6) A responsible adult must supervise the soft play equipment, at all times.
- 7) Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 8) No pets, toys (other than soft balls) or sharp instruments in the soft play area at any time.
- 9) Please ensure that children are not attempting somersaults in the equipment area.

SIGN HERE AFTER READING THE RULES: \_\_\_\_\_

# ONCE UPON A PARTY NOLA LLC

## TERMS AND CONDITIONS

### DEPOSIT/RESERVATION

At the time of booking, customers must pay a \$150 non-refundable deposit along with a signed contract to secure your requested date. The remaining balance will be due seven (7) days prior to your event. Failure to pay the balance will result in the cancellation of the event. If the booking is less than seven days prior to the party date, the full amount will be due at the time of booking.

### CANCELLATIONS

Should you need to cancel your reservation, please be sure to call us as soon as possible at 504-444-2070.

### WEATHER CONDITIONS

If you are hosting an outdoor event, you assume all weather-related risks. However, if it should rain, ONCE UPON A PARTY NOLA LLC will work with you on a solution suitable to all parties. If you are not able to hold your party indoors, ONCE UPON A PARTY NOLA LLC will rebook your event upon availability on our schedule.

### SET UP, TAKE DOWN AND DELIVERY

Set up and take down are included in your package price. The renter is responsible for clearing all areas needed for equipment and must be present at the time of delivery.

### EQUIPMENT CLEANING CARE

To reduce the number of germs and therefore the spread of disease or illness we ask that you immediately disinfect any equipment that has come in contact with the following situations:  
Leaked soiled diapers, vomit, blood, or mucous.

**SIGN HERE AFTER READING THE TERMS AND CONDITIONS:**

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