



ONCE UPON A PARTY NOLA LLC
504-444-2070
 OnceuponapartyNOLA@gmail.com

Bounce House Rental Agreement

Please very carefully to review and complete this contract

CLIENT INFORMATION

Name:

Physical Home Address:

Mailing Address:

Phone: Email:

TERMS AND CONDITIONS

RULES FOR BOUNCE HOUSE:

- All children who use this inflatable must be supervised by an adult at all times.
- Shoes must be removed before entering the bounce house and not allowed to stand or jump when entering the bounce house.
- Do not hang from the netting on the side or from the roof of the bounce house. A repair fee of up to \$..... will be charged if the side/roof is damaged.
- Do not grappling, flipping, dangling from props, rough play, running, or any activity other than jumping on the bounce house is prohibited.
- May not jump or bounce off the column and may not climb over the net.
- Silly String is not allowed in or around the bounce house as it can cause irreparable damage.
- No sharp objects, glasses, jewelry, chewing gum, food, drinks, piñatas or pets are allowed in the bounce house.
- Anyone with injuries or disabilities to the head, back, neck or musculoskeletal, pregnant women, children under the age of 3 (three) years, and other people who may be prone to injury from falls, collisions or being thrown are not allowed to stay in units at any time.
- Keep the unit away from heat and flame at all times as it is made of materials which can burn or melt. If the inflatable starts to lose air, go to the exit immediately.
- Do not operate the bounce house when it is raining or when the ground is wet as there is a risk of serious injury due to slipping and electric shock hazards from the blower.

- The bounce house must be securely on the ground at all times to prevent tipping or injury. Do not use if winds exceed twenty-five (25) mph - the bounce house may capsize in high winds. If there is a strong wind, get out of the bounce house immediately and turn off the blower.

The safety of children depends on you. Your supervision is required. As a bounce house Renter, the safety of everyone who comes into contact with the bounce house or any part of it is your responsibility.

POLICIES

Weather Policy:

We reserve the right to cancel any reservation due to bad weather conditions, worsening or imminent bad weather.

Cancellation Policy:

A 24 (twenty four) hour notice of cancellation is required (except due to bad weather conditions or imminent events).

DAMAGE WAIVER

Non-Insurance Damage Waiver. The Renter is responsible for loss or damage to the Equipment and it is returned in the same condition as received, except for ordinary wear and tear. However, by accepting the Damage Waiver, the Lessor agrees to waive the Lessor's right to recover from the Renter for the amount of items lost or damaged on the Equipment while in the Renter's possession except that the Renter agrees to pay the full cost of damage/replacement fees. Renter agrees to promptly notify Lessor of any accident and promptly submit any applicable police reports. If the Renter has insurance in effect, the Damage Waiver becomes secondary, and the Renter agrees to exercise all rights available to the Renter under the Renter's insurance coverage and transfer all claims and proceeds from the Renter's insurance coverage to the Lessor. However, the Lessor's responsibility for loss of, or damage to, the Equipment will not be waived in the following circumstances:

1. Any item or part thereof that is not returned, for whatever reason, is categorized as an act of theft.
2. Careless or abusive operation or use of Equipment.
3. Use or operation of Equipment that exceeds its capacity limits.
4. Damage due to failure to make payment for all services and periodic maintenance on a normal basis.
5. Loss or damage caused by the dishonesty of employees or members of the Tenant's family or alteration by anyone authorized by the Tenant to own the Equipment.

6. Operation or use of the Equipment is not in accordance with the instructions of the Equipment manufacturer.
7. Damage due to vandalism, malicious mischief or willful misuse.
8. Damage to any accessories such as power lines, fuel tanks, heater lines and similar items.
9. Damage due to overturning.
10. Damage while in transit when the Renter picks up or returns it himself.
11. Damage due to the use of Equipment that violates the provisions of this Rental Contract.

RELEASE

By considering the services and or property provided, I, for myself and every minor child where I am the parent, legal guardian, or responsible, any heirs, personal representatives, or representatives, hereby release **ONCE UPON A PARTY NOLA LLC**, its principals, directors, officers, agents, employees and volunteers from any liability and waive claims for damages arising from any cause (except for gross negligence). I further agree to reimburse all attorneys' fees and legal fees if I bring legal action against you and lose.

DUTY OF PARTICIPANTS

It is recognized that some recreational activities carried out under **ONCE UPON A PARTY NOLA LLC** are hazardous to participants despite all safety measures we can take. All participants have the obligation to act reasonably when engaging in recreational activities offered by **ONCE UPON A PARTY NOLA LLC**, hereinafter referred to as **ONCE UPON A PARTY NOLA LLC**. I hereby promise and agree not to condone, initiate or take part in:

- a. Any action that will disrupt the running or operation of this rental if the activity complies with the rules and regulations of the State of **LOUISIANA**.
- b. Any use of equipment or facilities or services of **ONCE UPON A PARTY NOLA LLC** if I do not have the ability to use such facilities, equipment or services safely with instructions until I request and receive adequate instructions to permit safe use,
- c. Or engaging in dangerous or intentional behavior, or negligent behavior that contributes to or causes harm to someone.
- d. Or to start a self-initiated activity without first notifying **ONCE UPON A PARTY NOLA LLC** in writing of my intention or not receiving written permission from **ONCE UPON A PARTY NOLA LLC** when initiating such self-activity.
- e. Use of equipment under the influence of alcohol and/or drugs or other intoxicating substances.
- f. Use of equipment by participants over 15 (fifteen) years of age unless the equipment is specifically designed for adults.
- g. Use of equipment by children and adults at the same time. (Adults are defined for this insurance as participants over 15 (fifteen) years of age)

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:

I know and understand that the activities that I will participate voluntarily as a participant and/or volunteer contain certain known and unexpected risks that may result in injury, death, illness or disease, physical or mental, or damage to myself, my property , or viewers or other third parties. I realize that this activity poses a risk or injury to myself and the risk or injury to the audience or third parties as a result of my actions and I expressly agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness , or illness, or damage to myself or my property arising from participating in these activities. I also agree to pay damages caused by others (including fees or attorneys' fees) if they are injured or damaged through negligence. My participation in this activity is purely voluntary, no one is forcing me to participate and I choose to participate regardless of known and unknown risks.

ACKNOWLEDGEMENT OF RESPONSIBILITY OF EQUIPMENT

I acknowledge that if any leased goods or equipment are returned to **ONCE UPON A PARTY NOLA LLC** damaged or destroyed, or if such items are not returned to **ONCE UPON A PARTY NOLA LLC** for any reason, I will pay an amount of money to **ONCE UPON A PARTY NOLA LLC** with the full amount paid for items lost or damaged in addition to the total amount of rent accrued. If the inflatable is torn, punctured, or otherwise damaged through unnecessarily rough use, unattended action, or in any way despite normal wear and tear, I agree to pay **ONCE UPON A PARTY NOLA LLC** an estimated cost of repairing the equipment.

ENTIRE AGREEMENT

I understand that this is the entire agreement between me and **ONCE UPON A PARTY NOLA LLC**, its agents or employees and that this may not be modified or altered in any way by any representative or employee statement of **ONCE UPON A PARTY NOLA LLC** or by me. My signature below indicates that I have read this entire document and agree to be bound by its terms.

.....
Owner Print Name

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Client Print Name:

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Owner Signature:

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Client Signature

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Date

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Date