LESSOR:

The Jungle Jump, LLC

304 North River Drive

Roseburg, OR 97470

541-440-8925 [www.thejunglejump.net](http://www.thejunglejump.net)

LESSEE:

Name/Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zipcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-Mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENTAL INORMATION:

Delivery Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surface Type- Grass / Concrete

Unit(s) Rented \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Type- Cash / Check / Credit Card (3% fee added for credit card purchases)

Rental Price \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Hours\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attendant(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($20 Per Hour- Per Attendant)

Delivery Fee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL DUE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. DELIVERY: The leased unit(s) will be delivered and set up by the lessor to the street address specified above. Lessee grants lessor right to enter the property at the said street address (delivery address) for the delivery and pick up of the unit(s) at the specified time.
2. GENERAL RULES:
3. Only compatible age groups and sizes shall play on the bounce house at the same time.
4. All participants must remove shoes, glasses and sharp objects before playing in/on the rental units.
5. Toys, food, drinks, candy, gum and animals are not permitted in/on the rental units at any time or additional cleaning fees will be imposed.
6. To avoid neck and back injuries, flips and wrestling are not allowed. Children should remain on designed course at all times. Do not climb sides of unit, on top of unit or climb up the slides of units to avoid being injured.
7. Children’s safety depends on you. Your personal supervision is absolutely required. If there are volunteers to supervise, they must be informed of all safety rules and operating procedures. As the lessee of the bounce unit, the safety of all riders is your responsibility. Never leave the bounce house unattended. Turn unit off if supervision is not available.
8. ABSOLUTELY NO SILLY STRING IN OR NEAR THE UNIT. THIS WILL RESULT IN AN ADDITIONAL MINIMUM $50 CLEANING FEE. In addition, water added to non-water units, chemicals, soap, gum and pet damage may result in additional fees\_\_\_\_\_\_\_\_\_\_\_\_ (Lessee Initial)
9. Do not move the bounce house once set up. If the unit moves, pull the corner of the unit back to the original location. The units can weigh in excess of 300 pounds and may cause injury to individuals trying to lift them or may cause damage to the unit itself which lessee would be responsible for. The unit should never be placed near a pool.
10. The bounce house or slide should not be used in winds exceeding 20 mph or in rain. High winds could cause the unit to take flight and flip. Rain will make the unit slippery and unsafe. In the event of unsafe weather conditions, remove all participants and turn off the power to the unit.
11. Should the unit begin to deflate, have all participants exit immediately. Check all electrical connections, check that the power has not been turned off and check breakers. If the problem cannot be resolved please call 541-440-8925 for assistance.
12. Pregnant women, individuals with pre-existing injuries, individuals with casts or splints or those who are susceptible to injury from falls, bumps or bouncing are not permitted in or around the inflatable unit at any time.
13. Spectators need to stay clear of the sides of the inflatable units at all times. Individuals jumping could fall into the side netting unintentionally injuring a spectator standing too close.
14. Zorb Balls are not to be used anywhere but on the track that is rented with them. An attendant is required with every Zorb Ball and Track rental to ensure safe and proper use.
15. Headgear (provided) is required when using the Joust inflatable.
16. DUTY TO MITIGATE: In the event of injury, damage or loss due to lessor’s negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage and loss.
17. DISCLAIMER OF CONSEQUENTIAL DAMAGES: By signing this contract, lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to lessor’s negligence.
18. SAFE OPERATION AND ACKNOWLEDGEMENT: Lessee acknowledges that he/she has been instructed about and fully understands operations and precautions of the leased equipment. Lessee agrees and warrants the safe return of the rental unit(s), and hereby agrees to pay for replacement cost of leased unit(s) if not returned or damaged beyond normal wear and tear while in the lessee’s possession. Lessee must remain with the unit(s) until they are picked up or the lessee takes full responsibility for anything that may happen to the unit if left unattended.
19. GENERAL MISUSE: Lessee agrees to keep the inflatable unit in the same condition as when received, ordinary wear accepted. Misuse will result in cleaning and/or repair fees.
20. ALTERATIONS AND ATTACHMENTS: No alterations or attachments to the unit will be made without prior written approval of lessor.
21. DISCLAIMER OF WARRANTIES: Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.
22. TITLE TO RENTAL UNIT: Lessee agrees to keep the rental unit(s) in their custody and not sublease, rent, sell or remove from the delivery address, or otherwise transfer such rental unit(s). The unit(s) will remain on the property of the lessor and may be removed by lessor at any time.
23. RELEASE OF LIABILITY/HOLD HARMLESS: The lessee shall be in charge of the rental unit’s operation and is fully responsible for its operation as well as returning the unit undamaged. Lessor and it’s officers, employees and agents are not responsible for injury occurring to the lessee or to any other persons using the rental unit and the lessee further agrees to hold the lessor and its officers, employees and agents free and harmless against injury or claims. The Lessee shall indemnify the lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney’s fees and related costs involving the use and return of the rental unit should legal action become necessary. The lessee agrees that if any portion of this agreement is found to be void or enforceable, the remaining portions shall remain in full force effect. The lessee acknowledges and represents that it has adequate home owner’s insurance, tenant insurance or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guest’s invitees or to otherwise from the use of the unit(s) being rented. Lessee agrees to bear the costs of defense and liability of any such injury or damage itself. The lessee also waives the right of its insurance company to bring any type of action or proceeding on behalf of the lessee against The Jungle Jump, LLC or its officers, employees or agents whether by assignment of claim, subrogation or otherwise.
24. MERGER CLAUSE: This signed agreement contains the entire agreement between the lessor and the lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor shall be valid or enforceable unless in writing and signed by all parties in this contract. The invalidity or enforceability of any particular provision of this agreement shall not affect the other provisions hereof.
25. FEE AUTHORIZATION: The signing of this agreement is to be considered a legally binding authorization for The Jungle Jump, LLC to charge appropriate rental fees and penalty fees including additional rental, cleaning and/or repair fees to the credit card on file or to bill lessee without further notice or warning.
26. SAFETY: Lessee has acknowledged that they have been fully instructed as to the operation and safety procedures of the rental equipment which include all participant safety rules as well as not touching moving parts such as blowers and not operating equipment in a wet environment or adverse weather conditions. If you feel that the driver has not done a satisfactory job securing the unit or at any time you feel there is an unsafe condition, stop using the unit at once and call 541-440-8925.
27. RAIN/CANCELLATION POLICY: The Jungle Jump, LLC cannot guarantee weather conditions and we reserve the right to cancel the rental anytime due to adverse or unsafe weather conditions. Once the unit is set up there are no refunds if the unit is removed.

BY MY SIGNATURE, I ACCEPT THE TERMS OF THIS RENTAL AGREEMENT

LESSEE SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_