

# NU JUMP CITY JUMPERS LLC

## RENTAL AGREEMENT

**COVID-19 DISCLOSURE: Renter acknowledges that NU JUMP CITY JUMPERS LLC is taking all practical measures to ensure the sanitation and disinfection of all Rental Equipment and hereby enters into this Contract at Renter's own discretion. Renter further agrees to indemnify and hold harmless NU JUMP CITY JUMPERS LLC of any costs, expenses, damages, claims, lawsuits, judgements, losses, personal injuries, and/or liabilities arising either directly or indirectly from or related to this Contract.**

### **TERMS OF LEASE**

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

**Delivery/Operation/Payments:** To address specified by Lessee. Lessee grants NU JUMP CITY JUMPERS LLC and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All remaining payments on order must be made at time of delivery. NU JUMP CITY JUMPERS LLC does not issue refunds but will allow a deposit transfer if Lessee needs to switch the date of the event. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove all users immediately**, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customers are subject to an additional charge of \$20.00 for all service calls due to electricity.

**General Rules for Safe Operation:** Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after being placed by NU JUMP CITY JUMPERS LLC employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by NU JUMP CITY JUMPERS LLC employees/contractors and the anchors MUST NOT be removed during the period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high

winds, gusty winds, thunderstorms or lightning. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

**Additional Safety Rules:** Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of the unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by NU JUMP CITY JUMPERS LLC. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time.

**Additional Terms of Lease:** NU JUMP CITY JUMPERS LLC is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged.** Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not to be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

**Hold Harmless Provisions:** Lessee agrees to indemnify and hold NU JUMP CITY JUMPERS LLC harmless from any and all claim, 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 NU JUMP CITY JUMPERS LLC from injuries or damages incurred as a result of the use of the leased equipment. NU JUMP CITY JUMPERS LLC cannot, under any circumstances, be held liable for injuries as a result of

inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless NU JUMP CITY JUMPERS LLC from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

**Disclaimer of Warranties:** NU JUMP CITY JUMPERS LLC makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact NU JUMP CITY JUMPERS LLC if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

**Breach/Indemnity/Arbitration:** In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify NU JUMP CITY JUMPERS LLC for all costs incurred by NU JUMP CITY JUMPERS LLC incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If NU JUMP CITY JUMPERS LLC determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, NU JUMP CITY JUMPERS LLC may exercise any of the following remedies: termination of this agreement; re enter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, NU JUMP CITY JUMPERS LLC and Lessee will abide by the California state laws and forgo filing a lawsuit to solve the dispute.

*BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY NU JUMP CITY JUMPERS LLC PERSONNEL AS A TRAINED OPERATOR FOR THE AFOREMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).*

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_