

# **U Jumpin' Foulks, LLC**

## **Terms and Conditions**

### **1. Agreement to Terms**

The term "Lessor" refers to U Jumpin' Foulks, LLC. The terms "Lessee", "You" and "Your" refers to you, our customer. The term "Agreement" refers to the rental agreement. The term "Equipment" refers to the rental equipment covered by the agreement including, but not limited to, video game trailer, laser tag trailer, inflatables, and concession equipment. Both parties agree to be bound by the terms and conditions of this Agreement. The Equipment is being rented to the Lessee whose name appears on the Rental Order/Invoice and cannot be sub-leased or used by any other party other than that listed on the Rental Order/Invoice. This agreement, along with the Rental Order/Invoice, will constitute the entire agreement.

By renting any inflatable products from U Jumpin' Foulks, LLC, you agree to abide by the following terms and conditions. These terms ensure the safety of users and the proper maintenance of our equipment.

### **2. Rental Period and Payment**

- Rental periods are agreed upon at the time of booking. Late returns may incur additional charges.
- Full payment must be made upon delivery unless otherwise agreed.
- Deposits may be required to secure a booking.

### **3. Cancellation Policy**

- Cancellations made at least 1 day before the event will receive a full refund.
- Cancellations within 8 hours of the event may be subject to a cancellation fee.
- In the event of bad weather, rescheduling may be offered based on availability.
- Should a requested product become unavailable at any time, we reserve the right to substitute alternative products for an order. We will make every effort to provide a substitution comparable in quality or functionality to the requested product.

### **4. Delivery, Setup, and Collection**

- Delivery and setup are handled by our trained staff.
- U Jumpin' Foulks, LLC will strive to accommodate Lessee's delivery request, however, we cannot guarantee delivery time.
- Delivery time is typically between 7:00 am-11:00 am. Pick up times are before 8:00 pm. If you would like a later pick up time, please inquire about an overnight rental with pick up the next day before 11:00 am. Overnight rental fee is an additional \$50.
- The lessee must ensure adequate space and a suitable setup area.
- At the end of the rental period, the inflatable must be in the same condition as received.
- Due to the nature of our business, our items are frequently rented and cleaned. While we strive to give you the best quality products every time, please note that there may be signs of "ordinary wear and tear" and that we cannot guarantee new or like-new quality.

## 5. Safety and Usage Guidelines

It is the responsibility of the person/s or organization renting this inflatable 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:

- Adult supervision is required at all times.
- Users must remove shoes, glasses, badges, and sharp objects before entering the inflatable.
- No food, drinks, or pets inside the inflatable.
- Weight and capacity limits must be strictly followed.
- Rough play, flips, or climbing on walls are prohibited.
- Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS
- Do not allow anyone to bounce on the front safety step as this is dangerous
- Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- Always ensure that the Inflatable is not overcrowded, and limit numbers according to the safety rules posted on the rental unit, age and size of children using it. Always avoid large and small children from using the inflatable at the same time.
- Only 1 rider allowed at the top of the water slide at a time, or 2 riders for double lane slides, 2 riders on the obstacle courses, 6 riders per bounce house or combo unit.
- In the event that the blower stops working, please ensure all users get off the inflatable immediately and calmly. BEFORE CONTACTING US: Check the cord connected to the blower and outlet. Check the breakers on your service panel (breaker box) located inside your house or business, check all GFCI plugs by pushing the RESET button to insure it has not tripped. Make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off at the switch located on the blower, unplug the blower from the electrical outlet, and wait 1 or 2 minutes. then switch it back on again, and it should restart. If it does not, contact us immediately.

## 6. Weather

- U Jumpin' Foulks, LLC has no connection with Mother Nature, and we cannot control the weather on the day of your event. We will, however, deliver your equipment and set up your rental if it is safe to do so. October-March, inflatables cannot get wet and would need to be rescheduled or cancelled in the event of rain or snow. We reserve the right to alter your pickup date and times based on the weather. It is the Lessee's responsibility to be aware of changing weather conditions and to exercise their best judgment with regards to evacuation of tents and inflatables. Inflatables must be deflated during severe weather with wind speeds exceeding 20 MPH. If the wind speed is below 20 MPH and rain is present, cover the blower with a table or other similar object, you do not have to deflate the inflatable. For additional safety requirements refer to the safety card attached to the inflatable.

## 7. Weather Policy

- Inflatables must not be used in high winds or heavy rain.
- If inclement weather occurs during the rental period, users must immediately deflate and secure the unit.

## **8. Permits and Licenses**

- Lessee is responsible for obtaining all permits, licenses, authorizations, and approvals from appropriate parties, companies, homeowners associations and/or government for the lawful and safe use of all rental Equipment.

## **9. Disclaimer of Consequential and Incidental Damages and Warranties**

- U Jumpin' Foulks, LLC shall in no way be liable to the Lessee, its employees, volunteers, sponsors, or partners for any damages or losses including without limitation, direct, indirect, consequential, special, and incidental or punitive damages resulting from or related to U Jumpin' Foulks, LLC obligation pursuant to this agreement. In no case will U Jumpin' Foulks, LLC be liable for, damage to other property, loss of business or profits, loss of production, loss of use, or any other similar or dissimilar consequential, incidental, indirect, punitive, exemplary, or special damages even if U Jumpin' Foulks, LLC has been advised of the possibility of such damages, which Lessee or any other person, corporation, company, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect, misuse or abuse of the rental equipment. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including, without limitation, property damaged by the use of the Equipment. Lessee and its employees, volunteers, sponsors, and partners, shall independently indemnify, defend, and hold harmless U Jumpin' Foulks, LLC, its owners, employees' agents and volunteers from and against all lawsuits, claims, actions, and liabilities, of any nature, arising in any manner from, relative to, or in conjunction with the scheduled event under this agreement.
- U Jumpin' Foulks, LLC makes no warranties either expressed or implied as to the condition or performance of equipment and/or property leased by lessee from U Jumpin' Foulks, LLC. By signing this contract, lessee agrees that any warranty of merchantability for a particular purpose is hereby disclaimed.

## **10. Harmless Provisions**

- Lessor agrees to indemnify and hold U Jumpin' Foulks, LLC harmless from any and all claims, actions, suits, proceeding costs, expenses, damages, and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connections with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

## **11. Force Majeure**

- U Jumpin Foulks, LLC is not responsible for cancellations or inability to provide services due to events beyond our control (e.g., natural disasters, emergencies, government regulations).

## **Conclusion**

The Lessee is solely responsible for any additional charges incurred as a result of failure to meet the conditions outlined in this agreement. All collection fees, attorney's fees, court costs, or any expense involved in the collection of rental charges will be the Lessee's responsibility. Lessee hereby agrees that these terms along with the Rental Order/Invoice shall constitute the entire agreement between Lessee and U Jumpin Foulks, LLC. and no prior or contemporaneous oral or written statement, correspondence, sample, or other terms, quotations, or understandings shall modify, alter, or in any way affect the terms thereof. This signed Agreement contains the entire agreement between U Jumpin' Foulks, LLC and lessee. No amendment, whether previous or subsequent negotiations between the lessee and U Jumpin' Foulks, LLC, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof.

By signing or completing a booking with U Jumpin' Foulks, LLC, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.