

Equipment Rental Terms & Conditions

Emergency number 313-595-3866 Please text after hours

DEPOSIT: Deposits can be in the form of valid credit card, or Cashapp with valid driver's license or state identification card. **Deposit is 50% of total order.**

BALANCE: The remaining balance is due upon arrival to the event. **No equipment will be set up until balance is paid in full.**

REFUNDS: **THERE ARE NO REFUNDS IF NOT CANCELLED PROPERLY (SEE CANCELLATION POLICY) NO EXCEPTIONS.** Cashapp, Credit/debit refunds will take 5-7 days to process.

TERMS: I understand and acknowledge that the activity to be engaged in through my rental of an Ultimate Party unit brings with it known and unanticipated risks to my guest, my invited and myself. These risks include, but are not limited to: falling, slipping, crashing, colliding, and could result in injury, illness, disease, emotional distress, death and /or property to myself or my guest or my invites. I voluntarily release indemnify, hold harmless and discharge Ultimate Party Supply & Rental, including its officers, directors, shareholders, agent and employees from any and all liability, claims, demands, actions, or rights, whether to me or to a third party, which are related to, arise out of or are in any way connected with my rental of the Ultimate Party unit(s).

HOLD HARMLESS PROVISION: Lessee agrees to indemnify and hold Lessor 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 connection 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.

Lessee hereby releases and holds harmless Lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

All of our equipment is NSF listed and UL approved for safety; however, some of it is designed for indoor use. Please ask if you are unsure of how the equipment may be used outdoors. You will be responsible for the equipment from the time the equipment is delivered to the time it is picked up. Please make sure the equipment is secured when not in use and protected from the weather. You will be charged for any damaged or missing items.

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 or loss.

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.

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 are hereby disclaimed. By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or performance of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

MERGER CLAUSE:

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form 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 to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

WEATHER: The Ultimate Party Supply & Rental reserves the right to cancel the delivery of any of our rental items when we believe weather conditions are unsafe for their use. If your event is canceled by the Ultimate Party then as long as the units have NOT been set up the customer can reschedule for the next available date. If we believe conditions are safe, but rain is present or is forecasted, the customer has the option to cancel or proceed with the rental agreement. Please see "Cancellations" below.

CANCELLATIONS: Cancellations made at least 72 hours (3 days) prior to the rental date will not be penalized. Rental reservations not cancelled prior to the rental date will be charged one full day's rental cost for all equipment reserved. **The Ultimate Party reserves the right to stop and or cancel an event at anytime if a threat to their employees, customers and equipment are present. ONCE A PARTY HAS BEEN DELIVERED, SET UP AND BROKEN DOWN FOR ANY REASON; THE EVENT IS CONSIDERED COMPLETE. THE ULTIMATE PARTY RESERVES THE RIGHT TO CANCEL ANY ORDER FOR ANY REASON.**

EQUIPMENT: We reserve the right to substitute any equipment that may have been available at the time of rental but may not be for the time of delivery. (Ex: damaged if equipment isn't rentable)

WATER EQUIPMENT: You and the customer are responsible for the water hose and water supply for the equipment rented. Not having water supply ready for the equipment that has been delivered does not allow you to cancel your order. The unit must be within 50ft of an electrical outlet. Full payment will be expected upon arrival.

STAKING OF INFLATABLE: The Ultimate Party Supply & Rental will not be held responsible for underground utilities or sprinkler system damage when staking down or securing equipment.

SOD/GRASS: We will not be responsible for any damage to sod or grass.

LOSS/DAMAGES AND CLEANING CHARGES: Customers will be charged for broken, damaged and missing items not in use and protected from the weather. Check with the management of hired halls, convention centers, restaurants and parks to make sure they will take care of our equipment for you before we have it delivered there on your behalf or should you have to leave it there. **Absolutely no "SILLY STRING" gum, candy, food or any sticky substances are allowed in the unit.** If "Silly string" comes in contact with the unit and damage has been made. Any games returned broken will result in the forfeiture of your security deposit. Any games returned with missing pieces will result in the forfeiture of your security deposit. If cleaning is required then a \$50.00 cleaning fee shall be automatically imposed.

DELIVERY: lessee (customer) grants lesser (Ultimate Party Supply & Rental) the right to enter specified property for the delivery and removal of Ultimate Party unit(s) at approximately specified times. All equipment will be delivered. There may be a delivery charge depending on the geographical area in which event is being held. This service is \$20.00 (Delivery charge may be higher for some locations)

DELIVERY TIME: Rentals are for up to 6hrs. There is a 4 hour window for delivery from 10am-2pm and pick-up is at 8pm and after unless otherwise stated on the order.

- ☐ All concession and inflatable units require electricity. The unit(s) must remain plugged in while in use. If inflatable unit deflates evacuate unit calmly. Once participants are safely out of unit, check to make sure the motor is on and plugged in. Check circuit breaker. Make sure nothing is blocking the air intake on the side of the motor. Check rear tubes of the unit for tightness. If you still experience difficulties, please call the number above.
- ☐ I agree that an adult must be always present while unit is in use. I agree the SAFETY of all jumping in unit is my obligation and responsibility.
- ☐ **AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED OR UNSUPERVISED!**
- ☐ Only compatible age groups and sizes shall play on the jump at the same time. ☐ All jumpers must remove their shoes before entering the unit. ☐ To avoid neck and back injuries, FLIPS ARE NOT ALLOWED!
- ☐ Due to numerous circumstances, which are beyond our control, Ultimate Party Supply & Rental cannot guarantee the performance of any games.
- ☐ Responsibility for equipment remains with the renter from time of receipt to time of return. Please be sure equipment is secured when not in use and protected from the weather. We do charge for missing, broken or rain damaged parts.

I have read, understand and agree to ALL the above rules and terms.

Customer Signature _____ Date _____

(Terms and conditions are subject to change with out notice. This form must accompany all rentals)

Jumper 15 x 15	Children Under 8	Children 8-12	Teens	Adults
Standard	12-14	9-11	6-8	3-5

INFLATABLE SAFETY RULES

It is the responsibility of the person or organization hiring this inflatable to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable. Please ensure that the following Safety Instructions are followed:

No food, drink or chewing gum on or around the inflatable. This will avoid a choking risk and keep the unit clean. (please note that if the inflatable is collected in an excessive dirty condition then the person that is renting it will incur a \$25.00 cleaning fee)

Shoes, glasses, jewelry and badges MUST be removed before using the inflatable to avoid injury to people using the equipment and harm to the inflatable.

No face paints, party poppers, colored streamers or silly string to be used either on or near the inflatable. **(PLEASE NOTE THAT THESE PRODUCTS WILL CAUSE DAMAGE TO THE INFLATABLE THAT CANNOT BE REPAIRED)**

NO smoking on or around the inflatable.

NO barbeque grills around the inflatable.

Climbing, hanging or sitting on walls is dangerous and must not be allowed.

A responsible adult must supervise the jumpers and the inflatable at all times.

Always ensure the inflatable is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid small and large children from using it at the same time.

NO pets, toys or sharp instruments on the inflatable at any time.

Do not allow anyone to bounce on the front safety stairs as this is dangerous.

IF YOU DON'T HAVE A WATER SLIDE, SLIP N SLIDE OR WET & DRY COMBO UNIT. PLEASE DO NOT GET THE INFLATABLE WET. **The Renter will incur a \$75.00 cleaning fee**

If the blower stops working, please ensure all the users get off or out of the inflatable.

Check your breaker

Check to make sure the blower tube or deflations tube has not come undone.

If the blower doesn't turn back on, please contact us immediately via call or (text message after hours) at 313-595-3866

THE MOST IMPORTANT RULE: DO NOT let children play on the inflatable without adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the inflatable.