

FORBES JUMPING CASTLE HIRE TERMS AND CONDITIONS/WARRANTY.

1. **EQUIPMENT, RENT & TERMS OF RENTAL AGREEMENT:** The undersigned, as Lessee, hires from Lisa Glasson trading as Forbes Jumping Castle Hire as Lessor, one unit, identified above.
2. **DELIVERY:** To the street address specified above by Lessee (Customer). Lessee grants Lessor right to enter the property at the said address ("Delivery Address") for the delivery and subsequent pick up of the unit at the specified time.
3. **TRANSPORTATION EXPENSES:** Except as provided herein, all charges in delivering and subsequent pick up of the unit with respect to the delivery address are included in the rental fee noted above. In the event that the unit is not returned at the appointed time by the Lessee to Lessor then \$50 transportation Fee shall be automatically imposed.
4. **GENERAL RULES TO FOLLOW DURING USE OF THE UNIT:** (A) Only compatible agree groups and size shall play on the unit at the same time.
 - (b) All riders **MUST REMOVE SHOES** before playing in the unit.
 - (c) To avoid risk of neck injuries, **FLIPS ARE NOT ALLOWED.**
 - (d) **CHILDRENS' SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE FORBES JUMPING CASTLE HIRE UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.**
 - (e) Absolutely **NO "SILLY STRING", CANDY OR GUM, FOOD, DRINK OR STICKY SUBSTANCE** are allowed on the unit. If Upon pick up, such cleaning is required then a \$50.00 cleaning fee shall be automatically imposed.
 - (f) **DO NOT MOVE THE JUMPING CASTLE UNIT** from the place where it was installed. If the unit moves, pull the corner back to its original location of installation. **CAUTION: KEEP THE UNIT AWAY FROM SWIMMING POOLS.**
5. **SPECIAL INSTRUCTIONS:** The unit's equipment is reliable, should the unit begin to deflate: (1) The motor may have stopped, in which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord or blockage, and check both the tubes at the back of the unit for snugness: retie if necessary. (2) If you can not correct the problem call 0429725253 or 68512669.
6. **SAFE OPERATION ACKNOWLEDGEMENT:** The Lessee acknowledges that He/She has been instructed about and fully understands the safe operation of the unit that is the subject of this rental agreement. Lessee agrees to observe all safety precautions. Lessee also represents and warrants the safe return of the unit and hereby agrees to pay full price on the hired items, if it is not returned
7. **MAINTENANCE:** Lessee agrees to keep the unit in the same condition as when received, ordinary wear expected.
8. **ALTERATIONS AND ATTACHMENTS:** No alterations in or attachments to the unit will be made without prior written approval of Lessor.
9. **WARRANTY:** Lessor warrants that the unit leased under the Rental agreement will be in good working order on the effective date of the rental agreement. The unit is supplied and maintained subject to this warranty. Lessor's obligation under this rental agreement is limited to repair or replacement of the unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on part of the Lessor for damages, including but not limited to, consequential damages, arising out of or in connection with the use or performance of the unit.
10. **TITLE TO:** Lessee agrees to keep the Forbes Jumping Castle Hire unit in His/ Her custody not to sublease, rent, sell remove from the delivery Address, or otherwise transfer such unit. The unit will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.
11. **RELEASE OF LIABILITY:** The Lessee shall be in charge of the Unit's operation, and is fully responsible for its operation as well as return of the Forbes Jumping Castle Hire unit in good working order. Lessor and its officers, employees and agents is/ are not responsible for injury occurring to the Lessee or any other persons using the unit, and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any 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 unit, should legal action become necessary.
12. **ENTIRE AGREEMENT:** The rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this rental agreement. The receipt of the unit that is the subject of this rental agreement is in good working order and repair and this is so acknowledged by Lessee.
13. **RAIN POLICY:** During periods of severe weather conditions (i.e rain, high winds etc), we reserve the right to cancel your reservations. If conditions are not to severe we will give you the option of keeping it or not. If you decide to keep the unit for the term of this agreement, there will be no refunds.