

Putt-N-Play

A family-owned company
812-290-5686

Invoice/Rental Agreement & Liability Waiver Agreement

Until completed and signed Rental Agreement & Liability Waiver Agreement and any required deposit is received, your equipment is not reserved. Putt-N-Play will confirm once we receive the signed Rental Agreement & Liability Waiver Agreement and any required deposits.

Name: _____

Phone #: _____

Address: _____

Cell #: _____ Email: _____

Event Date: _____

Event Phone #: _____ Type of Event: _____

Non-residential Party:

Name of Company/Org: _____

Event Address (if different): _____

UNITS REQUESTED:

Mickey Park Jump House 19'x18'x15'

Castle II Jump 13'x12'4"x13'4"

9-hole putt-putt golf course

- Rented unit will be setup on: _____ Grass _____ Pavement _____ Indoor
- Is the setup area flat: _____ Yes _____ No
- Is there level access to the setup area: _____ Yes _____ No
- How close can a vehicle get to the setup area (approx): _____ feet

Rental Agreement /Release of Liability/Hold Harmless

NOTE: Driver pick-up time is approximate. Driver may arrive as early as 7 am on rental date, the "end" of the "Rental Period" or as late as 10 pm to pick up the equipment. This

will be prearranged during your reservation. Customer is responsible for, and required to stay with, all the equipment until it is picked up by our representative or other arrangements have been made.

- All leased equipment requires mandatory adult supervision at all times.
- The Customer, Receiver, and User of the leased equipment understands and agrees to provide an attendant who is instructed in the operation and safety of the leased equipment.
- Customer will provide its own liability insurance, unless otherwise specified.
- Customer is responsible for the replacement value of the new leased equipment in the event of theft, vandalism, fire, or any act, which damages or destroys the leased equipment.
- All rentals are to be paid by cash or credit cards. We do not accept personal checks.
- Failure to comply with the Terms of this agreement, failure to make payment, or failure to return leased equipment to Putt-N-Play as agreed shall make the customer liable for additional one-day rental fee (per day) until all equipment is returned, as well as, all legal, court, attorney fee's incurred in order to obtain return of said equipment.
- Pre-existing Health Conditions: Warning: Individuals with head, neck, back, and other muscular-skeletal injuries or disabilities, pregnant women, individuals with pre-existing injuries and health conditions (including participants in casts), small infants, and others who might be susceptible to injury from falls, bumps, or bouncing are not permitted in the inflatable unit at any time.

I, _____, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

ADDITIONAL TERMS AND AGREEMENTS

In consideration of the hiring of that certain rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the top of this page agreement, the parties do further agree as follows:

____ 1. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Putt-N-Play certain equipment described on the invoice page of this agreement. The rental fee set forth is payable in full, in advance, and the rental term shall be listed as Event Time on the invoice page of this agreement, but all of the customers obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pickup of the Rental Equipment by Putt-N-Play. If the equipment is delivered by Putt-N-Play and accepted by

the customer, then the Customer shall not be entitled to any refund whatsoever if the customer elects not to use the equipment due to weather or any other causes.

_____ 2. Weather: Putt-N-Play cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have a reason we believe the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow or lightening. In the event of severe weather during a rental, customer agrees that he/she/they will unplug the inflatable, allow to deflate, and not use the inflatable until the severe weather ends. Deposit will not be refunded but can be applied to another rental date.

_____ 3. Care of the Rental Equipment: Customer shall be responsible for any and all damages to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to Putt-N-Play for any and all damages, which is not "ordinary wear and tear" in an amount up to the replacement value of the rental equipment (Mickey's Park 5-in-1 combo – \$4,000, Castle II Jump –\$3,500, Putt-Putt golf course – \$30.00/club,\$500.00/hole). Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string, mud, clay, feces, and other materials.

_____ 4. Possession/Title: Customers right to possession of the Rental Equipment begins upon being delivered to Customer's Premises and terminates on the actual pickup by Putt-N-Play. Retention of possession, or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified, constitutes a material breach of this Agreement. In the event that the equipment is not permitted to be picked up (returned) for any reason, including theft, the customer is obligated to pay Putt-N-Play the full replacement value for such equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pickup or recovery of the equipment by Putt-N-Play. Title to the rental items is and shall remain with Putt-N-Play. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Putt-N-Play delivery of the items, until Putt-N-Play picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Putt-N-Play may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Putt-N-Play harmless from any claims and costs arising from such retaking and or levy. If rental items are levied upon, or otherwise moved from Delivery Address, customer shall notify Putt-N-Play immediately.

_____5. General Misuse: Do not allow riders to play or climb on walls, slides, or roof of inflatables. Do not allow inflatables to rub against any surface. Unless previously authorized by Putt-N-Play, never place a water hose onto an inflatable. If the inflatable should become wet, have an adult wipe down the unit before riders return. Inflatable should not be wet when riders enter the unit.

_____6. Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable. 1. Spilled food, drink or the use of silly string/bubbles could result in \$100–500 Cleaning Fee. 2. Negligence and damage to unit could result in a \$500–\$6,000 Repair Fee. 3. If unit is not repairable, a fee of \$500–\$6,000 could result. 4. Any tape or tape residue will result in \$100–\$500 cleaning fee 5. If Inflatable is not covered during rain (either a tarp or following verbal instructions) there could be a \$100 drying/cleaning fee.

_____7. Equipment Problems: Should any equipment develop a problem, or does not function correctly at any time, or customer does not understand the operating instructions, customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and check for one of the following conditions: 1) The motor has stopped, in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged. 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary. 3) If either of these steps corrects the problem, fully inflate the unit prior to permitting anyone to use the unit. 4) If you cannot correct the problem, call Putt-N-Play @ (812) 290-5686.

_____8. Cancellation/Refund Policy: Customer will receive a full refund of deposit with cancellation at least 3 weeks prior to event. If customer cancels less than 3 weeks prior to the event date, Putt-N-Play will keep the deposit but the customer may apply it to a future rental within a 30-day period with at least 2 weeks notice. No refund or rain checks will be issued after the equipment has been delivered, even if the equipment is not used. All weather cancellations must be made by 7 am the date of the rental to receive a replacement /rain date for your party.

_____9. If the equipment malfunctions or is inoperable, it is the sole responsibility of the customer to notify Putt-N-Play immediately. If Putt-N-Play is not notified and given a chance to correct the problem no prorated refund will be given.

_____10. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal, or other governmental or quasi-government laws, ordinances, and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any

subsequently determined to be due. Customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

_____ 11. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

_____ 12. Customer Acknowledgement: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all terms and conditions on all pages and that they understand its content and the they execute it freely, intelligently, and without duress of any kind.

_____ 13. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by a court of jurisdiction, such item shall be stricken from this agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

_____ 14. Entire Agreement: This agreement constitutes the full agreement between Putt-N-Play and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

Agreed upon rental/delivery price _____

Agreed upon delivery date/time _____

Agreed upon pickup date/time _____

Customer Signature: _____ DATE: _____

Customer Printed Name: _____ DL #: _____

Customer Received Drop off Time/date:
Signature: _____

Pickup Time/Date/Customer
Signature: _____