

Make Me Happy LLC D/B/A Mr Happy Party Rentals

Rental Agreement

(732) 462-7799

Lessee: _____

Lessor: Make Me Happy LLC

1. EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT: The Undersigned, as Lessee, hires from Make Me Happy (from here on referred to as MMH) as Lessor, any equipment/supplies/people rented by Make Me Happy (MMH). The Rental Fee, as stated above, is payable in advance. Once equipment is delivered, rental is considered a full rental

2. DELIVERY: To the street address specified by Lessee (Customer). Lessee grants Lessor the right to enter the property at said street address (Delivery Address) for the delivery and subsequent pick up of the rental items.

2a. Pick Up: If item/s are to be picked up, Lessee is responsible for all items once the Lessee picks up the rented equipment. **This is from the moment the Lessee starts to move any equipment, regardless of where the equipment is located.**

3. TRANSPORTATION AND EXPENSE: 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 in agreement. In the event that the Lessee does not return the unit at the appointed time to the Lessor, a \$100.00 transportation fee/unit shall be automatically imposed.

4. GENERAL RULES TO FOLLOW DURING THE USE OF THE Bounce/Combo units and SLIDES:

a. Only groups of compatible age and size shall play on the unit(s) at the same time. The maximum number of riders of each group that should play in the jump unit at one time is:

Unit Size	Children 8 and Under	Children 9 to 12	Older Teens	Adults
10x10	5-6	NONE	NONE	NONE
13x13	8	5	3	NONE
15x15	10	6-8	4	4
Combo's	10	6-8	4	4
Slides	2	2	2	2

Maximum weight of any 1 person on is 195 lbs.

b. All riders MUST REMOVE SHOES before playing in the unit.

c. To avoid neck and back injuries, FLIPS ARE NOT ALLOWED.

There is no standing or jumping on top of Slide. Riders are to sit and slide down straight. Slides are to have 1 person on top at a time.

d. SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. As the Lessee of the unit, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY. _____.

e. ABSOLUTELY NO STICKY SUBSTANCES ARE ALLOWED IN OR AROUND THE UNIT. This includes gum, candy, marking pens, silly string or any food or drink items. If, upon pick up, cleaning of above substances is required, a \$50.00 cleaning fee shall automatically be imposed.

f. DO NOT MOVE THE 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 get everyone off immediately**, then check: 1) The motor may have stopped. Check the cord connection at the outlet near the motor. Use only the 100 ft. extension cord on the motor. 2) Try another outlet. 3) If the motor is running, check the air intake on the side of the motor for blockage and check both tubes at the back of the unit for snugness. Re-tie if necessary. **If you cannot correct the problem, call 732.462.7799**

6. SAFE OPERATION ACKNOWLEDGEMENT: LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT AND FULLY UNDERSTANDS THE SAFE OPERATION OF All Equipment THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT. LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS.

LESSEE Initials here _____

7. Lessee represents and warrants the safe return of all rented equipment and hereby agrees to pay for repair or replacement of all rented items. One Days rental for each day not returned by 10 am the next day.

7a. Lessee agrees to reimburse Lessor the full amount to replace equipment not returned in good working order including shipping and tax. **All equipment must be returned in the same condition as when Lessee receives it less normal wear. Lessee is responsible for replacement or repair beyond normal wear and Lessee is responsible for ANY/All damage. If equipment requires extra care for any reason (cleaning, damage, rain damage etc.) an appropriate fee will be charged.**

8. **MAINTENANCE:** Lessee agrees to keep the unit in the same condition as when received, ordinary wear excepted.

9. **ALTERATIONS AND ATTACHMENTS:** No alterations in or attachments to the unit will be made without prior written approval of Lessor.

10. **WARRANTY:** The Lessor warrants that the unit leased under this 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 the 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.

11. **TITLE TO THE UNIT:** Lessee agrees to keep the unit in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such units. The units will remain the property of the Lessor and may be removed by the Lessor at any time after the termination of this Rental Agreement.

12. **RELEASE OF LIABILITY:** The Lessee shall be in charge of each unit's operation and is fully responsible for its operation as well as return of the unit in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the Lessee or to any other persons using any unit(s), and the Lessee further agrees to hold 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 any unit, should legal action become necessary. **LESSEE Initials here _____**

13. **ENTIRE AGREEMENT:** The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The units that are the subject of this Rental Agreement are in good working order and repair and this is so acknowledged by Lessee.

14. **Weather POLICY:** **Once Lessor delivers any unit, payment is due in full and there are NO refunds regardless of amount of time used due to weather or any other reason.** Lessee agrees NOT to use equipment during rain, if winds are 15 MPH or higher or if for any reason deemed unsafe or if contacted by Lessor. During periods of severe weather conditions (rain, high winds, etc.), Lessor reserves the right to cancel your reservation without refund. Latest pick up 15 minutes before sunset

15. **DEPOSIT:** You agree to a deposit of 33% of the total rental of all items rented. Reservation is NOT confirmed until Make Me Happy LLC receives deposit. Make Me Happy LLC reserves the right to change or void your dates should they receive a deposit for any or all equipment prior to receiving your deposit for the same date. We reserve the right not to set up the equipment based upon our judgment of weather conditions or other factors. If we cancel rental, deposit will be credited for future rental. Deposit is non-refundable due to customer cancellation.

16. **FINE RELEASE:** Lessee understands and agrees that it is Lessee's responsibility to pay any fines assessed to Lessor should an inspection reveal that Lessee's attendant(s) were not adhering to the rules and regulations while attending any of Lessor's equipment by any regulator. **Lessee Initials here _____**

Make Me Happy LLC D/B/A NJ BOUNCE

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of the foregoing lease, _____

Lessee acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. Lessor makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives, and discharges lessor, including its agents, servants, employees, officers, directors, and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge lessor from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all rights to sue (Insert Name of Lessor / Rental Company) for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by lessor to representations set forth herein.

I (We) have read and understand the foregoing and agree to all terms and conditions on all 3 pages.

Lessee: _____ Date: _____

Lessee will NOT operate equipment in the rain and will monitor all equipment at all times. _____.

Thank you for your business!