

PJ's Rentals

813 Smith Ave. Prattville AL 36067

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Terms and Conditions

Safety/Operating instructions:

In addition to the information set forth in this agreement, customer acknowledges that there are safety and operating instructions on the equipment delivered and given with contract and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands they are solely responsible for the correct and safe operation of this equipment. Customer further agrees to keep all equipment away from swimming pool(s) and any water supply and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

General Release/indemnity/Hold Harmless:

Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operation and installation as well as the return of the Rental Equipment in good working order. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Lessor from and against any and all liability, claims, judgments, attorney's fees, and costs, of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, whether or not such claimant is known or unknown to Customer, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Customer. These General Release, indemnity and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE 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 EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ADDITIONAL TERMS AND CONDITIONS

NOTE: Customer is responsible for all the equipment until it is picked up by our driver.

Unit will not be set-up if raining, high winds, no one present, not a flat level grass area or any other reason that it will not be a safe rental. If raining UPON delivery, another date may be booked if available.

1. In consideration of the rent of that certain Rental Equipment described on the first page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the front side of this agreement, the parties do further agrees follows:

2. Identity of parties:

For the purposes of this Rental Agreement and General Release, "Lessor or "PJ's Rental." shall mean PJ Construction & Services, Inc., its owners, officers, directors, shareholders, employees, contractors, agents and "Customer shall mean the person(s) or company listed in the ordered by on the front side of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

3. Equipment, Rent, Payment, and Term of Rental Agreement:

Customer rents from "PJ Rental.", as Lessor, that certain equipment described on the front side of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "RENTAL PERIOD" on the front of this Agreement, but all of Customer/s obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund if weather conditions prohibits safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes.

4. Delivery:

Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of the Agreement. Customer grants to Lessor the right to enter the property at the said street address (Delivery Address) for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. In addition Lessor is not held responsible for any lawn, turf, ground cover or landscaping damage that may occur during delivery, set-up site and removal of rented equipment.

5. Receipt Inspection of Rental Equipment:

Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer/s needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

6. Possession:

Customer's right to possession of the Rental Equipment begins immediately upon self-pick-up or upon the items being delivered to Customer's premises and terminates on Lessor acceptance of self-turn-in or the actual pick up by Lessor. Retention of possession or any failure to permit the pick-up of the item 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 returned for any reason, including theft, the Customer is obligated to pay to Lessor the full replacement value for such Equipment, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor/s delivery of the items, until Lessor 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, Lessor 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 Lessor harmless from any and all 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 Lessor immediately.

7. Care of the Rental Equipment:

No silly string, Food or drinks in units. Remove Shoes, Glasses and all sharp objects at all Times upon Entering Inflatable units. Customer shall be responsible for any and all damage 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 Lessor for any and all damage which is not ordinary wear and tear". In an amount equal to the replacement value. 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, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, drying due to rain and/or not limited to sprinkler system, hoses, super soakers, etc., contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string (see Paragraph 10), mud, clay, or other materials.

8. Equipment Set-up Procedure, Take-down Procedure, and Trouble Shooting:

How to set-up an inflatables:

Selected area must be level, and clear of power lines, trees, branches etc. Do not set up close to water surface areas i.e. pools, ponds and lakes. Inflatable must be free standing with nothing coming into contact with exterior walls when erected. Unit can be set up on grass, soil or concrete surface.

1. Check surface area and remove all debris.

2. Lay down protective tarp.

3. Unroll inflatable on tarp and spread it out. Make sure inflatable and tarp are aligned properly to avoid tripping hazards and damage to the inflatable. (Do not stake down until after unit is inflated)

4. Plug in blower but do not power on yet.

5. Attach the inflation tube around the exhaust opening of the motor blower by using the belt attached to the inflation tube. Cinch the belt tightly, being sure it has gripped the blower behind the raised portion of the exhaust, to assure the inflation tube is correctly and solidly attached.

6. Make sure that all deflation vents are closed on inflatable.

7. Inflate.

8. Staked down all straps after inflation. The stakes should be driven into firm ground. A grassed area will be sufficiently firm, but loose tilled soil will not be acceptable and will require sandbags. Concrete set-up sites must have sand bags (25 lbs + each) attached to all tie down straps.

How to take-down and fold up inflatables:

1. Clean/wipe down/dry Inflatable. Damp cloth only. NO CHEMICALS.

2. Cut off blower/blowers and detach from inflation tube.

3. Remove stakes/ sandbags

4. Once the unit is deflated, ensure that as much air is drained from the bouncer as possible. Then spread the bounce house firmly on the grass, soil, or a concrete surface. Holding two adjacent corners of one of the sides of the inflatable, pull them uniformly towards the opposite side of the structure until you pass two-thirds of the surface of the bouncer. Make sure that you perform the operation with one of the sides adjacent to the zipper for faster deflation. Lay the inflatable jumper steel and do the same operation with the other side of the unit. After you do that, try to once again remove the remainders from the air from the bounce house. Start rolling the folded bounce house from the side opposite to the zipper for faster deflation, trying to keep it as tight as possible. Once you finish rolling, cinch the straps around the rolled bouncer. Re-bag if it was supplied with carrier bag.

Trouble Shooting:

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 equipment includes an Inflatable, i.e. Bounce Houses, Slides, Interactive units, etc. begins to deflate customer will immediately have the riders exit the unit and then 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 or generator or power outlet 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 inflatable unit for snugness and tighten the ties if necessary or if disconnected, re-connect to blower.

3) If either of these steps correct the problem, fully re-inflate the inflatable units prior to permitting anyone to use the unit.

4) If you cannot correct the problem, call PJ's Rental at 334-380-4132 *Alternative contacts-334-657-9268 / 334-657-9902 / 334-799-2110

9. Specific Rules and Instructions for the Inflatable Units:

The following rules and warnings must be obeyed in the use of inflatable units:

A) All safety and operating instructions contained on the Inflatables must be complied with and followed at all times.

B) FOR THE SAFETY OF ALL CHILDREN, A RESPONSIBLE ADULT MUST SUPERVISE THE INFLATABLE UNITS AT ALL TIMES. Unit should never be left unattended. No one shall operate, supervise or enter the Units, if under the influence of ALCOHOL, DRUGS or any other legal or illegal drug or substance. Anybody not following all rules should be removed from inflatable unit immediately.

C) No one should enter the Inflatables with any type of existing injury.

D) No "Silly String" is permitted to come in contact with the inside or outside of any inflatable unit .It will cause inseparable damage to the inflatable unit, and Customer acknowledges that if the Bounce Houses is damaged by "Silly String" or any product like "Silly String", or damaged in any way, then a \$2,500.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer. Customer acknowledges that if the Slide / Interactive Game Unit is damaged by "Silly String" or any product like "Silly String", or damaged in any way, then a \$4,900.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer.

D) Please have bouncers and sliders remove items such as glasses, dangle earrings, anklets, bracelets, belts, shoes, and any sharp or bulky items that may reside in pockets.

E) No Rough Play/Flipping or wrestling in or around inflatable units at any time. Do not play or climb on outside walls, netting side column or roof of inflatable units. Inflatable users should not jump closer than two feet of one another, nor near the entrance, exit or walls of units. Do not jump through entrance or exits of inflatables.

F) No one over the weight of 150 lbs. allowed in/on inflatable units due to manufacture's weight restrictions. Not recommended for anyone under 32" or over 70" in height due to manufactures height restrictions.

Bounce House occupancy limit is 10 people with a combined weight of no more than 1000 lbs.

Slides: occupancy limit is 6 people with a combined weight of no more than 1500 lbs. Only one person at a time is allowed to slide down on each individual lane. Dual slides can have both sides operating simultaneously. The sliders must exit the landing before the next person is permitted to slide.

F) **WARNING** – Inflatables are not recommended for ages three (3) and under. Bounce House users should be grouped in accordance to age and size, people age 15 and up should not be grouped with kids if participating in bounce house activities.

G) **WARNING** - it is unsafe to stay in inflatable units if winds exceed 15 miles per hour (MPH) or raining or threat of rain. **ALL SURFACES ON INFLATABLES BECOME EXTREMELY SLIPPERY WHEN WET.** Have all persons exit inflatable units, then unplug the blower unit and let unit deflate. Move blower/blowers and all electrical items to dry location. After hazardous conditions pass, inspect unit, tie-downs/sandbags and blowers to insure proper integrity. If everything is safe working condition, dry units with towel and reconnect blowers.

H) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the inflatable units at any time.

I) Do not move the inflatable units from the location where set-up.

J) If the inflatable units move, pull comers back to their original locations and re-secure corners. For other questions regarding the safe installation of equipment, please call PJ Rental 334-380-4132.

K) Do not let inflatable units rub up against any surface.

L) Absolutely no food or drinks inside the inflatable units.

M) No smoking in, on or near inflatable units.

10. Limited Warranty:

Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. Lessor shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.

11. 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, county, state, federal or other governmental or

Quasi-governmental 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 /all permits and/or licenses from the appropriate government agencies prior to use.

12. 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, for an amount to be determined by the court or arbitrator.

13. Customer Acknowledgment:

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

14. Severability:

If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent 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.

15. Entire Agreement:

This Agreement constitutes the full agreement between Lessor 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. 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 is acknowledged by Customer.

By Signing the supplied signature sheet, I Acknowledge and Agree to All Terms, Conditions, Procedures and Contractual Agreements Stated within this five (5) Page Contract.