**Rental Agreement Release of Liability/Hold Harmless**

**1.    Safety/Operating Instructions:** In addition to the information set forth in this agreement, the

            customer acknowledges that there are safety and operating instructions on the equipment

            delivered 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 that **Bull City Inflatables LLC** has not agreed to nor have they

            provided any operators with this rented equipment, and that customer, is solely responsible for

            the correct and safe operation of this equipment. Customer understands that children's safety

            depends upon customer providing AT ALL TIMES correct operation of and the use of the

            equipment. Customer further agrees to keep all equipment away from swimming pool(s) 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.

**2.    General Release/indemnity/hold harmless:** I understand and acknowledge that play on an

            amusement device entails both known and unknown risks including, but not limited to, physical

           injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or

           death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge

           and hold harmless **Bull City Inflatables LLC** from any and all liability, claims, demands, causes or

rights of action whether personal to me or to a third party, which are in any way connected with

           participation in this activity, including those allegedly attributable to negligent acts or omissions.

           Should **Bull City Inflatables LLC** or anyone acting on behalf of **Bull City Inflatables LLC** be

           required to incur attorney's fees and costs to enforce this agreement, I expressly agree to

           indemnify and hold **Bull City Inflatables LLC** harmless for all such fees and costs. In the event I,

           the undersigned, or any of my participants file a lawsuit against **Bull City Inflatables LLC**, it is

           agreed to do so solely in the County of Durham in the State of North Carolina. I agree that if any

           portion of this agreement is found to be void or unenforceable. the remaining portions shall

           remain in full force and effect. In consideration of being permitted by **Bull City Inflatables LLC** to

           use its equipment and/or facilities, the undersigned and it participants agree to indemnify and

           hold harmless **Bull City Inflatables LLC** from any and all claims which are brought by the

           undersigned and/or their participants and which are in any way connected with such use or

           participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or

           have been provided to the undersigned which I agree to follow and utilize at all times during

           operation and use of the unit(s).

**ADDITIONAL TERMS AND CONDITIONS**

           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 condition set

           forth on the previous page of this agreement, the parties do further agree as follows:

**3.    Identity of parties:** For the purposes of this Rental Agreement. **Bull City Inflatables LLC**, its owners, officers,

            directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed In the "Customer" box on the invoice page of this transaction, as well as the person signing the

           agreement (if different), and their agents and/or employees.

**4.    Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Bull City**

**Inflatables LLC** 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 that listed as Date of the Event and

            Hours of the Event on the invoice page 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 **Bull City Inflatables LLC**. If the Equipment is delivered by

**Bull City Inflatables LLC** the Customer shall not be entitled to any ref und whatsoever if Customer elects not to

           use the Equipment due to weather or other causes.

**5.    Returned Check policy:** In the event that a check is returned to **Bull City Inflatables LLC** for

           insufficient funds customer agrees to pay the total rental price as well as an additional $30.00 fee

           to **Bull City Inflatables LLC** in cash immediately upon notice.

**6.    Weather Bull City Inflatables LLC** 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 any reason to believe that the inflatable or other equipment and/or its users may be in

           danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening.

           In the event of severe weather during a rental, customer agrees that he /she/they will unplug any

           and all equipment rented from Bull City Inflatables LLC, and not use the equipment until the severe

           weather ends.

**7.  Delivery**: **Bull City Inflatables LLC** shall deliver the Rental Equipment to Event Location

           specified by Customer as listed on the invoice page of this Agreement. Customer grants to

**Bull City Inflatables LLC** true right to enter the property at 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. Deliveries will only be made from our

           truck to solid surfaces that can be reached by driving our truck to the location that is desired by

           customer for set up of the rented item or items. **Bull City Inflatables LLC** assumes no responsibility for

           damage to your yard.

**8.    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.

**9.  Possession/Title**: Customers right to possession of the Rental Equipment begins upon the

**items being delivered to Customer's premises and terminates on the actual pick up by Bull City**

**Inflatables LLC**. Retention of possession, or any failure to permit the pick up 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 returned for any reason, including theft, the Customer is

            obligated to pay to **Bull City Inflatables LLC** the full replacement value for each piece of

            equipment listed on the invoice page of this Agreement, plus any and all incidental costs

**associated with the attempted pick up or recovery of the Equipment by Bull City Inflatables LLC**

            Title to the rental items is and shall remain in **Bull City Inflatables**. Customer agrees to keep

**the Rental Equipment in his/her/their custody and control from the time of Bull City Inflatables LLC**

            delivery of the items, until **Bull City Inflatables LLC.** 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

            Event Location, or otherwise transfer such items. If rental items are not returned and/or levied

            upon for any reason whatsoever, **Bull City Inflatables** may retake possession of said items

            without further notice or legal process and use whatever force is reasonably necessary to do so.

            In the event that the equipment is stolen the customer agrees to pay the regular rental rate for

            each item stolen until the items are replaced in **Bull City Inflatables** inventory. Customer hereby

            agrees to indemnify, defend, and hold **Bull City Inflatables.** 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 Event Location, Customer shall notify **Bull City Inflatables** immediately.

**10.    Care of the Rental Equipment**: 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 equipment caused by ordinary, reasonable and proper use of the equipment.

            I, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

           INCLUDING THE ADDITIONAL TERMS AND CONDITIONS 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.

            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                      \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE**                                                                            Date

          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

        Print Name