

# Happy Hoppers Inflatables

## Terms & Conditions

**Note: Driver pick-up time is approximate. 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.**

**1. Safety/Operating Instructions:** In addition to the information set forth in this agreement, the customer acknowledges that there is 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 **Happy Hoppers Inflatables** 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 the participants' 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 pools or other bodies of water 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 use of this equipment. Customer voluntarily agrees to keep and maintain safety rules for the correct, safe operation and installation and use of all equipment, and to assume any 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 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 [REDACTED], 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, suffocation, damage and death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Happy Hoppers Inflatables from any 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 Happy Hoppers Inflatables or anyone acting on behalf of Happy Hoppers Inflatables be required to incur attorneys' fees and costs to enforce this agreement, I expressly agree to indemnify and hold Happy Hoppers Inflatables harmless for all such costs and fees. In consideration of being permitted by Happy Hoppers Inflatables to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless Happy Hoppers Inflatables from any and all claims which are brought by the undersigned and/or participants and which are in any way connected with the use or participation. A set of Rules and Directions are displayed on the bounce unit and have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s). My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risk. PURPOSE OF THIS CLAUSE: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease of the equipment to the Customer hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of Happy Hoppers Inflatables.

I, [REDACTED] HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ANY ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (3 TOTAL), 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. I FURTHER ACKNOWLEDGE, AS WITNESSED BY MY SIGNATURE, THAT A REPRESENTATIVE OF **HAPPY HOPPERS INFLATABLES** HAS PROVIDED TO ME A COPY OF THE SAFETY RULES AND I UNDERSTAND EACH OF THESE RULES AND AGREE TO ABIDE BY THEM COMPLETELY.

[REDACTED]  
Customer Signature

[REDACTED]  
Date

## Additional Terms & Conditions

In consideration of the hiring of the 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. **"Happy Hoppers Inflatables"** shall mean Happy Hoppers Inflatables, its owners, officers, directors, shareholders, employees, contractors, agents, and **"Customer"** shall mean the person(s) or company listed in the rented to box on the invoice page of this agreement as well as the person signing the agreement and their agents and/or employees.
- 4. Equipment, Rent, Payment, and Term of rental Agreement:** Customer rents from **Happy Hoppers Inflatable** 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 on the invoice page of this Agreement, but all 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 **Happy Hoppers Inflatables**. If the equipment is delivered by **Happy Hoppers Inflatables** and accepted by the Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.
- 5. Weather:** Happy Hoppers Inflatables 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 equipment and/ or its users may be in danger. Some examples of severe weather conditions are high winds , excessive rain, snow, lightning. In the event of severe weather during a rental, Customer agrees that he/she/they will unplug, allow it to deflate and not use the inflatable until the weather ends.
- 6. Delivery/Pick-up:** Happy Hoppers Inflatables shall deliver the Rental Equipment to address specified by the Customer as listed on the invoice page of this agreement. Customer grants to Happy Hoppers Inflatables true right to enter property as 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. Please allow for a 3 hour window for pick- up of equipment.
- 7. Receipt/Inspection of Rental Equipment:** Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that the Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use and will be 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 needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.
- 8. Possession/Title:** Customers right to possession of the rental Equipment begins upon the items being delivered to customers' premises and terminates on the actual pick up by Happy Hoppers Inflatables. Retention of possession or any failure to permit pick up of the item at or after 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 **Happy Hoppers Inflatables** the full replacement value for such equipment listed on the invoice page of this agreement, plus any and all incidental cost associated with the attempted pick up or recovery of the Equipment by **Happy Hoppers Inflatables**. Title to the rental equipment is and shall remain in **Happy Hoppers Inflatables**. Customer agrees to keep the Rental Equipment in his/her their custody and control from the time **Happy Hoppers Inflatables** delivery of the items, until Happy Hoppers Inflatables picks up such items. Customer shall not cause nor permit these items, or any 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, **Happy Hoppers Inflatables** may take 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 **Happy Hoppers Inflatables** harmless from any and all claims and cost arising from such retaking and or/levy. If rental items are levied upon, or otherwise moved from Delivery Address, customer shall notify **Happy Hoppers Inflatables** immediately.
- 9. 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 rental equipment caused by ordinary, reasonable and proper use of rental equipment. Customer shall be liable to **Happy Hoppers Inflatables** for any and all damage which is not "ordinary wear and tear" in an amount equal to replacement of the rental equipment on the invoice page of this agreement. 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, 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, or other materials.
- 10. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, 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 participants 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 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 customer cannot correct the problem please call (731)612-1633 or (901)482-7204 for assistance.
- 11. Specific Rules and Instructions for the inflatable equipment:** The following rules and warnings must be obeyed in the use of the equipment : A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and customer acknowledges that if the inflatable is damaged by "silly string", a \$500.00 fee shall automatically be imposed by **Happy Hoppers Inflatables** and shall be immediately due payable by Customer. D) No dogs, pets, or other animals are allowed in the inflatables at any time. E) WARNING- extra caution and supervision are required for children under age 3 and under. F) WARNING- it is unsafe to stay in inflatable if winds exceed 15 miles per hour. Have all persons exit the inflatable, then unplug the blower unit and let unit deflate. G) 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 or falls from bumps, or bouncing are not permitted in the unit at any time. H) Do not move the unit from the location where set-up; I) If the unit moves, pull corners back to their original location and re-secure; For other questions regarding safe installation of equipment please call us at (731) 612-1633 or (901) 482-7204. J) Do not let the unit rub up against any surface.
- 12. Limited Warranty: Happy Hoppers Inflatables** 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. **Happy Hoppers Inflatables** sole and exclusive obligations under this warranty are limited to repair or replacement of the rental equipment when **Happy Hoppers Inflatables** determines that it does not conform to this warranty. **Happy Hoppers Inflatables** 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 equipment is fit for Customers particular intended use, or that it is free of latent defects. **Happy Hoppers Inflatables** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable the operation of, installation of, use of, or any failure, of the rental equipment. **Happy Hoppers Inflatables** shall not be responsible for any defect or failure unknown to **Happy Hoppers Inflatables** at the time of delivery.
- 13. Compliance with laws:** Customer agrees not to use or allow anyone to use the rental equipment for any illegal purposes or in any illegal manner or in any unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal parishes, state, federal, and any other governmental or quasi governmental laws, ordinances, and/or regulations that may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fees, fines, permits, or taxes arising from the customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any permits and/or license from the appropriate government agencies prior to use.
- 14. Insurance:** Customers acknowledges that they have adequate homeowners insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to Customer, Customer's guest, or any invitees from the use of the unit on this rental agreement or else Customer agrees to solely bear the cost of such injury or damage.
- 15. 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 attorneys' fees and court costs in such action or proceeding, in an amount to be determined by court or arbitrator.
- 16. 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 they understand its content and that they execute it freely, intelligently, and without duress of any kind.
- 17. Severability:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by the court or 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.
- 18. Entire Agreement:** This Agreement constitutes the full agreement between **Happy Hoppers Inflatables** and Customer. Any prior agreements whether written or oral, promises, negotiations, or representations not expressly set forth herein shall not be of any force or effect. Customer acknowledges the receipt of the Rental Equipment that is subject of this Rental Agreement and General Release and the fact that it is in good working order.

# Rules Governing the Safe Operation of Equipment

The following rules detail the safe operational guidelines for the inflatable equipment you are leasing from Happy Hoppers Inflatables. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from Happy Hoppers Inflatables before you begin use of the equipment.

**Supervision:** The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the customer of the inflatable unit, the safety of all the participants is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist participants when they exit. No operators may be less than 18 years of age. At no time should the unit be left unattended.

**Age Groups:** Only compatible age groups and sizes shall play on the inflatable at the same time. Extreme caution should be used for children age (3) and under.

**The max number of participants of each group that should play in the unit is as follows:**

Unit Size	8 & Under	9 to 12	Teens	Adults	
15 x 15 Bounce House	10	6-8	4-5	4	
13X20 Bounce House/ Slide Combo #1	10	6-8	4-5	4	
13X34 Bounce House/ Waterslide Combo #2	10	6-8	4-5	4	
71X13X19 Obstacle Course	2 participants competing at one time with up to 6 participants in the bounce house area at a time				
Bungee Run	2 participants at a time (one in each lane)				
19' Slide/ Waterslide	2 participants at a time (one in each lane)				

**Prohibited Items:** All participants must remove shoes, glasses, jewelry, and other sharp objects before entering the unit. In addition, no pets, toys, or other sharp instruments are allowed in or around the unit. No food or drinks of any type are permitted in or near the unit. Absolutely no “Silly String,” paints, gum, candy, cigarettes, confetti, sand, or any other substances are allowed in the unit. These can cause severe damage that cannot be repaired. It is the customer’s responsibility to keep the unit clean and free from any type of debris. Should the unit require additional set up and clean up, the customer will be charged an additional cleaning fee per unit. No open flames are allowed in or around the unit. This includes cigarettes, grills, bonfires, and any fireworks. Never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down the unit before participants return. The inflatable should not be wet when participants enter the unit.

**Pre-existing health conditions:** Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps, or bouncing are not permitted in or on the inflatable unit at any time.

**Flipping/ Wrestling/ Piling:** Improper use of the inflatable includes flipping in the air, wrestling, and participants piling on themselves. Pushing and roughhousing are not permitted. Such activity may result in neck and back injuries to participants. In the event that the unit is an inflatable slide, participants shall not jump from the platform onto the sliding area. No climbing, hanging, bouncing off of, or sitting on walls or netting.

**Installation:** Do not remove the inflatable from the area where it was installed. This may cause damage to the unit. Units that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the unit moves off the provided tarp, damage or staining may occur on the bottom of the unit. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. In no event shall the unit be removed from the address on this documentation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

**Blowers and Deflation:** Should the unit begin to deflate, do the following: First, have all participants exit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure they are tightly tied off. Never allow participants in or on a partially inflated unit. Participants shall be kept away from the blower(s) used to inflate the unit. All units are equipped with a zipper designed for quick deflation of the unit at time of pickup. Do not allow any participant to open the zipper. In the event that the zipper has been opened, evacuate all participants from the unit and close the zipper. Do not allow the participants to re-enter the unit until it has been fully inflated.

**Inclement Weather:** Once there is a threat of inclement weather, including strong winds (at or in excess of 15 mph), thunderstorms (especially when lightning is present), or severe cold weather (below 40 degrees), participants should immediately exit the unit. The blower should then be switched off and removed, and the unit allowed to deflate.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed.

**Negligence or Abuse:** The following fees may be assessed for negligence or abuse of the inflatable unit.

- 1) Spilled food, drink, or the use of “Silly String” could result in a \$100-\$500 Cleaning Fee.
- 2) Negligence and damage to the unit could result in a \$400-\$1,000 Repair Fee.
- 3) If unit is not repairable, a fee of \$3,500-\$9,000 could result.

**Bounce Houses are safe and fun AS LONG AS you follow these important rules.  
SAFETY BEGINS AND ENDS WITH YOU!**

# Happy Hoppers Inflatables Checklist

## Checklist to review with customer after set-up:

Please check all items in the space provided as they are explained.

- 1)  I have been shown how inflatable is secured.
- 2)  I have been informed that the equipment shall not be moved from the location of initial set-up.
- 3)  I have been shown how to turn on/ off the blower.
- 4)  In the event of high winds or storms, I have been instructed to get all participants off the unit and unplug the blower and extension cord from the outlet. The maximum wind that this unit will allow is 15 mph.
- 5)  I have been instructed to not allow any horseplay or unsafe activity in or around the inflatable.
- 6)  I have been advised of the following: No shoes, sharp objects, food, drinks, gum, "Silly String", eyeglasses, jewelry, or pets in or around the inflatable unit(s).
- 7)  I understand that adult (18 years old & up) operators must be provided to supervise children at all times.
- 8)  I have been advised that children of the same age group only may use the unit(s) at any given time. (Refer to the Chart in the Rules Governing Safe Operation of Equipment).
- 9)  I agree to remove any person from the inflatable who is violating posted rules of operation.
- 10)  I have received both written and verbal instruction on the safe operation of inflatables and agree to follow all safety rules.

## Driver set-up checklist:

- 1)  Check structure for holes, tears, rips, and seam separation. Note any existing problems at the bottom of this page.
- 2)  Check blower making sure the plug has all three prongs, no tears or separations on cord, and making sure it is securely connected to the unit, and is GFI protected.
- 3)  Double check the tie downs to insure they are securely holding the unit in place.
- 4)  Double check that the unit is clean and in good working condition.
- 5)  Reviewed and trained the customer in full on all equipment.

Customer Signature

Date

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
Date