

Soft Play Agreement



Agreement

Please carefully review and complete this contract.

Client Information

Name: _____

Physical Home Address: _____

Mailing Address: _____

Phone: _____ Email: _____

Terms and Conditions

Party Pals Rentals - Vacaville, CA - 707-400-3544

ACKNOWLEDGEMENT OF RISK | ACCEPTANCE OF RESPONSIBILITY - RELEASE OF LIABILITY | RULES FOR USE THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING.

PRICING AND AVAILABILITY: Pricing and date availability is guaranteed when the agreement is signed, a \$100 refundable damage and cleaning deposit is paid. Full payment will be due in full the day of your scheduled event. The rental fee is dependent upon the service(s) requested.

RENTAL DELIVERY AND SET-UP FEES: Rental delivery, set up, take down, and pick-up costs are included in the rate.

PHOTOGRAPHY RELEASE: By signing this agreement, you give PARTY PALS RENTALS permission to use the photos at your event on our website, advertisements, materials, social media, and other publications deemed appropriate by PARTY PALS RENTALS.

DELIVERY, SET-UP, TAKE DOWN, PICK-UP: (Please read and initial each line)

_____ The agreed upon setup and pickup times in this contract are firm and non-negotiable.

_____ We will deliver, set up, take down, and pick up. You may not disassemble our soft play rentals. This is to prevent damage to our equipment. Clients and event coordinators are NOT permitted to attach anything to our soft play materials.

_____ If you, the renter, will not be available during delivery and pick-up, it is your responsibility to coordinate with the venue/event coordinator to ensure all items are delivered and set up in the correct location.

_____ We will have you, the renter, or the venue or event coordinator sign after setting up to ensure setup and delivery, and quality are in place.

_____ We will have you, the renter, or the venue or event coordinator sign after pickup to ensure all items have been collected.

DAMAGED ITEMS: (Please read and initial below)

_____ Renter assumes full responsibility for item(s) upon possession and agrees to pay full replacement cost (replacement includes labor costs) for lost or damaged items. Damages will be charged to the damage and cleaning deposit on file. Please be sure all equipment is secured from abuse, and misuse, and protected from the weather.

WEATHER RELATED ISSUES: (Please read and initial below)

_____ **PARTY PALS RENTALS** does not issue refunds for any reason, including inclement weather. Should bad weather or wind become an issue, **PARTY PALS RENTALS** reserves the right to refuse or release such items. In the event of bad weather, the equipment must be covered or moved immediately to prevent damage.

_____ It is the responsibility of the client to have a suitable site ready for the soft play equipment. The area must be flat, well-drained, clear from glass, and clean of debris. We can not set up on dirt or gravel. During high temperatures, all equipment must be in a shaded area or under a tent to prevent overheating of equipment.

_____ If **PARTY PALS RENTALS** arrives for a delivery and the weather is bad or impending, we will call you or a contact person to discuss options. Please always provide an additional contact name and number should you be unavailable on the day of your event.

ORDERS AND CHANGES: All order/service changes must be placed in writing or emailed to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email. Additional services require an appropriate deposit. Emails are considered legal and binding and do not require a signature to be valid. If changes are made the day of the event, a responsible party must sign for them upon delivery, pay with cash, Venmo, Zelle, or Cashapp. Substitutions are allowed with a 14-day notice. No substitutions are allowed within fourteen (14) days of the event. Items may be allowed based on availability.

CANCELLATIONS: Please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rentals and services for your event date, and thus the \$100 deposit is non-refundable in the case of cancelation and all other payments are non-refundable within one 1 week of your event.

DAMAGE WAIVER: Damage Waiver is NOT INSURANCE, Renter is responsible for any loss or damage to the Equipment and for their return in the same condition in which they were received, except for ordinary wear and tear. By accepting the Damage Waiver, however, Lessor agrees to waive Lessor's right to recover from Renter the amount of loss of or damage to the Equipment while in Renter's possession except that Renter will be responsible for the first \$200.00 on damage/replacement costs in those instances where the damage/replacement cost is greater than \$500.00. Renter agrees to immediately notify Lessor of any accident and promptly submit any applicable police reports. If Renter has applicable insurance, the Damage Waiver becomes secondary, and the Renter agrees to exercise all right available to the Renter under Renter's insurance coverage and assign all claims and proceeds from Renter's insurance coverage to Lessor. Notwithstanding the foregoing, Lessor's liability for loss of, or damage to, the Equipment will not be waived in the following circumstances:

1. Any item or part thereof which is not returned, irrespective of the reason, including theft.
2. Careless or abusive operation or use of the Equipment.
3. Use or operation of the Equipment exceeding its rated capacity.
4. Damage resulting from failure to perform or pay for all normal periodic and other basic services and maintenance.
5. Loss or damage caused by dishonesty of Renter's employee or family member or wrongful conversion by any person whom Renter allows to possess the Equipment.
6. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer.
7. Damage resulting from vandalism, malicious mischief, or intentional abuse.
8. Damage to any accessories such as electric cords, fuel tanks, heating ducts, and similar items.
9. Damage resulting from overturning.
10. Damage resulting from self-pickup or return while in transit.
11. Damage resulting from the use of the Equipment in violation of any terms of this Rental Contract.

RELEASE: In consideration of the services and or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release **PARTY PALS RENTALS**, its principals, directors; officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorney's fees and legal costs should I bring legal action against you and lose.

ACKNOWLEDGEMENT OF RESPONSIBILITY OF EQUIPMENT: I acknowledge that if any rented items or equipment are returned to **PARTY PALS RENTALS** in a damaged or destroyed condition, or if any such items are not returned to **PARTY PALS RENTALS** for any reason I shall pay **PARTY PALS RENTALS** the full monetary value of the missing or damaged items in addition to the accrued total rental amount. If an inflatable is torn, punctured, or damaged by unnecessary rough usage, unsupervised action(s), or by any means whatsoever notwithstanding normal wear and tear I agree to pay **PARTY PALS RENTALS** the estimated costs of repair to such equipment.

ENTIRE AGREEMENT: I understand that this is the entire agreement between me and **PARTY PALS RENTALS**, its agents or employees and that it cannot be modified or changed in any way by the representations or statements of any employees of **PARTY PALS RENTALS** or by me. My signature below indicates that I have read this entire document and agree to be bound by its terms.

RULES FOR SOFT PLAY EQUIPMENT:

1. Children MUST be supervised by an adult at least 18 years of age at all times.
2. Shoes, jewelry, and glasses MUST be removed before entering the soft play area to avoid injury. Adults must remove high-heeled shoes before stepping on mats.
3. No food, drinks, candy, or gum is allowed in the soft play area.
4. No water balloons, henna, party-poppers, colored streamers, "silly string", paint, or face painting are allowed in or near the soft play area.
5. No smoking near the soft play area.
6. No climbing, pulling, or sitting on the safety gates.
7. Always make sure the soft play area stays within its maximum capacity and appropriate ages of 0-5.
8. No pets or sharp objects near or in the soft play area.
9. Adults are not allowed to SIT, STAND OR LEAN on equipment.
10. Your inflatable and/or soft play has an age limit of 6, or height limit of 4'-6". Please ensure that no-one over this uses the inflatables and/or soft play.
11. The inflatables must be always secure to the ground at all times, and never moved unless by a trained member of our team.
12. Ensure that the inflatable is not overcrowded, limit the number of users to 5 at max.
13. Do not allow children to take any hard or sharp objects onto the equipment, or anything large enough to block exits/entrances.
14. Do not allow children to take balloons onto the soft play or inflatable equipment (balloons and strings can be a choking hazard).
15. No water or other liquid to be poured or sprayed on the equipment (other than a reasonable amount for cleaning purposes) as it causes the surfaces of the inflatables to become slippery, damages soft play, and can result in subsequent bookings being canceled if the equipment is too wet to be delivered.
16. We will not setup in the event of rain or high wind speeds including gusts over 25mph. We have the right to come and take down any inflatable during the party/event if we believe it's unsafe.
17. Reckless or boisterous behavior must not be allowed.
18. Avoid large children and small children from using the equipment at the same time.
19. Climbing, hanging, or sitting on the walls is dangerous and must not be allowed.
20. Children must use slides one at a time and must not climb on the sides of the slides.
21. Slides should be used in a sitting position, feet first – do not allow jumping from the top of the slide.
22. Safety mats must be positioned at the bottom of the slide.
23. Ensure that mats supplied with the equipment remain where they were positioned during installation.
24. Do not allow anyone to bounce on the step/front apron of the inflatable/s. The step is there to help users get on and off.
25. No-one with a history of back or neck problems should be allowed on the inflatable/s.
26. Do not allow users on the inflatable/s during inflation or deflation.
27. If the inflatable/s aren't being used for any part of the day, please switch the blower/s off at the mains. IMPORTANT: If more than one blower is being run from a single extension lead you must unplug all but one blower before switching it back on. Plug the remaining blowers in one at a time only when each inflatable or part is fully inflated.
28. In the event of rain please remove children from the inflatable/s and place a table or similar object over the blower/s to prevent water from being blown inside the inflatable/s.

Do not switch the blower/s off. Once the rain has stopped, please ensure that the entrance, exit, and bounce area are dried with a towel before children are allowed back on as they become slippery when wet. Soft play must be placed under cover in the event of rain, e.g. In a house or under a tarpaulin.

29. Ensure that the vent on the side of the blower is always kept clear at all times

30. Should a blower overheat or lose power, immediately remove children from the inflatable and switch the blower off at the mains. It should restart when switched back on again 1 or 2 minutes later, if it does not, please inform us on the telephone number above.

31. Party Pals Rentals must be advised as soon as possible in the event of any injury requiring professional medical treatment. Treatment must be sought within 2 hours of the injury occurring and a detailed record of the incident and treatment must be provided to Party Pals Rentals.

32. If you are unsure about anything, please contact us on the telephone number above.

33. If renting a Jump or Bubble house insure you have an adequate electrical requirements (110-120v).

34. I agree to a 10% fee when paying with Venmo, Zelle, or Cashapp.

1. LIABILITY WAIVER: THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Soft Play Equipment from PARTY PALS RENTALS will be held responsible and liable for any damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions above. I am aware that while in my care I am fully responsible for the soft play equipment and will pay for any loss or damages that may occur.

2. Lessee understands and acknowledges that soft play 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. Lessee agrees to indemnify and hold PARTY PALS RENTALS harmless from any claims, actions, suits, proceedings, costs, expenses, fees, damages, and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising because of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless PARTY PALS RENTALS from injuries or damages incurred as a result of the use of the soft play equipment. PARTY PALS RENTALS cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless PARTY PALS RENTALS from any loss, damage, theft, or destruction of the soft play equipment during the term of the rental and any extensions thereof.

3. ACKNOWLEDGEMENTS: (Please read and initial each line)

1. _____ This soft play equipment has been received in good condition and will be returned in the same condition.

2. _____ Customer agrees to allow PARTY PALS RENTALS, the right to enter the premises of the customer at any time to repossess said soft play equipment.

3. _____ Customer agrees to reimburse PARTY PALS RENTALS for all attorney fees, an amount not less than 50% of all sums due, court costs, and expenses incurred by PARTY PALS RENTALS to enforce collection or to preserve or enforce rights under this contract.

4. _____ Customer agrees not to loan, sublet or otherwise depose of the soft play equipment or use it at any other location.

5. _____ Customer agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.

Equipment Rented

Item	Serial Number	Description
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Rental Rate:

\$ _____ per (Check one) ____hour ____day

\$ _____ REFUNDABLE DEPOSIT

Date of Agreement:

From _____ to _____.

Client Print Name:	Owner Print Name:
_____	_____
Client Signature:	Owner Signature:
_____	_____
Date: _____	Date: _____