

# RENTAL AGREEMENT LIABILITY WAIVER

**DUE TO THE ONGOING PANDEMIC, WE HAVE TEMPORARILY CLOSED OUR INDOOR SPACE. WE ARE OFFERING PARTY RENTALS, SO PLEASE CONTACT US TO BOOK YOUR NEXT EVENT!**

This RENTAL AGREEMENT (hereinafter referred to as the “License”) by and between Austintown Bounce, Inc. (hereinafter the “Licensor”) and \_\_\_\_\_, (hereinafter the “Licensee”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In consideration of Licensee’s Payment (as hereinafter defined) to Licensor, Licensor hereby grants Licensee a license to use the Rental Property (as hereinafter defined) as described and limited herein. Licensor and Licensee hereby acknowledge and agree to the following:

1. On the Rental Date (as hereinafter defined) and within a reasonable time either prior to or after the Delivery Time (as hereinafter defined), Licensor agrees to deliver and set up the Rental Property at the Event Location (as hereinafter defined). Further, Licensor agrees to tear down and remove the Rental Property from said Location within a reasonable time either prior to or after the Removal Time (as hereinafter defined). Licensee hereby grants Licensor the irrevocable right to enter said Location for such delivery, set up, tear down and removal of said Rental Property.

2. Licensee does hereby acknowledge that the activity to be engaged in through the Licensee’s rental of an inflatable, interactive amusement device brings with it both known and unanticipated risks to Licensee, Licensee’s guests and invitees. Those risks include, but are not limited to, falling, slipping, crashing, and colliding and could result in injury, illness, disease, emotional distress, death and/or property damage to Licensee, Licensee’s guests and invitees. Licensee further agrees to advise all guests, invitees, and users of the Rental Property of the risks described above prior to the delivery of the Rental Property by Licensor.

3. The Licensee does hereby voluntarily release and agree to indemnify and hold harmless the Licensor, as well as the Licensor’s agents, employees or affiliates, from any and all liability, claims, demands, actions or rights of actions, whether personal to Licensee or to a third party which are related to, arise out of, or are in any way connected to Licensee’s rental of the Rental Property, including those allegedly attributable to negligent acts or omissions. Licensee, his/her heirs and assigns, releases and forever discharges from liability any claim that Licensee, his/her heirs and assigns, may have for personal injuries or property damage which Licensee, his/her heirs and assigns, may suffer as a direct result of any negligence of Licensor or Licensor’s agents, employees, or affiliates. Licensee further agrees to reimburse any reasonable attorney fees and costs which any be incurred by Licensor or Licensee’s agents, employees or affiliates in defense of any such liability claim, demands, actions or right of action.

4. Licensor and Licensee hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this License, and Licensee shall and do hereby waive removal of any action, suit, or proceeding to any federal district court. In

the event Licensor commences any action for nonpayment or breach by Licensee of any of its obligations pursuant to this License, Licensee hereby waives and shall not interpose any defense of improper venue or lack of personal jurisdiction in any such proceeding or action. Licensee agrees that any claim, cause of action or lawsuit shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio, and that Ohio law shall govern any such dispute.

5. Licensee hereby acknowledges that the Rental Property may be an attraction to minor children and other persons. Licensee agrees to supervise the Rental Property and the use of the Rental Property all times when the Rental Property is in the Licensee's possession. Licensee also acknowledges that he or she has read and understands the "Rules" governing the use of the Rental Property, which is attached to this License. Licensee further agrees to advise all invitees, licensees, guests and users of the Rental Property of the aforementioned rules. Licensee further agrees to follow the aforementioned rules and to require all invitees, licensees, guests and users of the Rental Property to follow these rules at all time.

6. Licensee hereby covenants and agrees that he or she has sufficient homeowner's insurance, tenant insurance, or other liability and property insurance to cover: (i) any and all bodily injury to Licensee, and its invitees, licensees, guests and users of the Rental Property, (ii) any and all damage to the real or personal property of Licensee and its invitees, licensees, guests and users of the Rental Property, which result from the use of the Rental Property and/or the delivery, set up, tear down or removal of said Rental Property, and (iii) any damage to, destruction of, or theft of the Rental Property. Upon the request of the Licensor, Licensee shall provide Licensor with a copy of the declaration page of Licensee's insurance policy to confirm the aforementioned insurance coverage. If the Licensee fails to provide proof of such insurance coverage, Licensor shall have the right to immediately cancel and terminate this License without penalty or liability to Licensee.

7. If any provision of this License, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this License shall be valid and be enforced to the fullest extent permitted by law.

8. Licensee acknowledges and certifies that he or she has had sufficient opportunity to read this entire agreement and the attached "Rules," that the Licensee has executed this document freely, intelligently and without duress of any kind and that the Licensee agrees to be bound by its terms.

9. Licensee acknowledges and agrees that there shall be an extra cleaning charge of Fifty and 00/100 Dollars (\$50.00) payable to Licensor by Licensee if the Rental Property is extraordinarily soiled or dirty when Licensor returns to tear down and remove the same.

10. Licensee acknowledges and agrees that there shall be a non-refundable Deposit (as hereinafter defined) equal to fifty percent (50%) of the Payment due and payable to Licensor as of the date this License is mutually-executed to reserve the Rental Property for the Rental Date. The Balance (as hereinafter defined) shall be due and payable to Licensor when the Rental Property is delivered to the Event Location.

11. Licensor acknowledges and agrees that there shall be a refundable cleaning deposit equal to Twenty and 00/100 Dollars (\$20.00) (hereinafter the "Cleaning Deposit") due and payable to Licensor as of

the date this License is mutually-executed if either the cotton candy or snow cone machine is part of the Rental Property. The Cleaning Deposit shall be refunded to Licensee upon the return of the cotton candy and/or snow cone machine if the same are neat and clean.

12. All payments to Licensor by Licensee shall be made in legal tender and lawful money of the United States, in the form of (i) cash, (ii) money order, (iii) cashiers' check, (iv) travelers' check, (v) other certified check, (vi) personal check or (vii) credit card. If payment is made by personal check, Licensee agrees to provide both (a) a valid state-issued identification card containing a photograph and (b) a valid credit card in the event such personal check is dishonored by a financial institution. Any dishonored personal check will incur an additional penalty of Fifty and 00/100 Dollars (\$50.00) due and payable to Licensor by Licensee.

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Intentionally

13. Payment: \_\_\_\_\_

14. Deposit: \_\_\_\_\_

15. Balance: \_\_\_\_\_

16. Rental Property: \_\_\_\_\_

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

17. Rental Date: \_\_\_\_\_

18. Event Location: \_\_\_\_\_

\_\_\_\_\_

19. Delivery Time: \_\_\_\_\_

20. Removal Time: \_\_\_\_\_

Office Use  
Only!

**AGREED TO AND ACCEPTED**

LICENSOR: Austintown Bounce, Inc.

LICENSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Drivers License Number