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Bukit Indah

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RENTAL CONTRACT

RENTAL AGREEMENT & RELEASE

(Acknowledgment of Risk)

Rental Unit _____

Date of Rental _____

Lessee Name _____

DL # _____

Phone # _____

Amount of Non-refundable Deposit Required is 30%

Delivery & Pick-up Time _____ to _____

Amount Due at Delivery _____

Delivery
Address _____

I understand and acknowledge that the activity to be engaged with the rental of an inflatable unit(s) interactive amusement device, bring with it both known and unanticipated risks to myself and/or guests and/or participators. Those risks include but are not limited to falling, slipping, crashing, and colliding and could result in injury, illness, emotional distress, death, or property damage to myself and my guests and/or participators.

HARMLESS PROVISIONS:

Lessee agrees to indemnify and hold harmless lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of the contract and any extension thereof.

DUTY TO MITIGATE:

In the event of injury, damage, or loss due to lessor's negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to lessor's negligence.

DISCLAIMER OF WARRANTIES:

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed.

By signing this contract, lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by lessee is hereby disclaimed. Lessee understands that the only warranties pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property, which lessee has received a copy of.

MERGER CLAUSE:

This signed Agreement in conjunction with the signed instruction manual and signed reservation form contains the entire agreement between lessor and lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof.

Lessee/customer Signature_____ **Date**_____

Printed Name_____

DELIVERY:

The lessee/customer grants the right and has the right, to grant Funkid Bouncer to enter said property for the delivery and pick-up of equipment at the approximate specified times.

Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the underneath of the unit, which could result in damage/cleaning/loss fees.

Funkid Bouncer reserves the right not to perform outdoor engagements when, in Funkid Bouncer's judgment, weather conditions would be detrimental to the equipment and/or safety concerns for the

Lessee. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

If weather is questionable Funkid Bouncer will contact lessee prior to delivery. Deposit will be refunded if lessee is made to cancel by Funkid Bouncer due to weather conditions.

RENTAL UNIT(S) DAMAGES:

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal.

UNIT NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Funkid Bouncer rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but ranges are estimated below:

FEES:

RM50-RM100 (cleaning)

RM200-RM500 (damage)

RM2000 if the unit is not repairable (loss)

HOMEOWNERS' INSURANCE:

I acknowledge that I have adequate homeowners' insurance, tenants insurance, or other liability insurance to cover any bodily injury or property damage which may occur to me, my guests and or participators for the use of the unit(s) I am renting. If not lessee assumes all responsibility in the event of any such injury, damage, or loss due to lessor's negligence, lessee agrees and assumes the duty to be responsible for costs resulting from said injury, damage or loss.

RULES & SUPERVISION:

Participators must be supervised at ALL times. Please go over all rules to participators before using the inflatable unit.

The lessee/customer agrees to supervise both the equipment and its use at all times said the equipment is in the possession of the lessee/customer. The customer/lessee assumes the role of operator while unit is in their possession.

Accompanying the contract is a set of Manufacturer directions for use, Funkid Bouncer Safety Rules and Code of Conduct which applies to the use of any and all Funkid Bouncer rental units which I agree to follow and utilize at all times during the operation and use of the inflatable unit(s). **Lessee is responsible for enforcing posted rules, rules listed in this document, and any attached rules/code of conduct provided.**

The operator/lessee is responsible for ensuring that the size and number of persons entering the inflatable does not exceed the manufacturer maximum occupancy.

Lessee agrees to have at least 1 person of average strength per inflatable at all times. This person (lessee/operator) will be responsible for the operation of the rented inflatable/ride. Instructions for safety and operation will be reviewed at time of setup.

- **NO SHOES**
- **SOCKS REQUIRED**
- **The jump house is designed for children and is not recommended for adults.**
- **Assist all participators in entering/exiting the unit**
- **All persons must remove shoes, glasses, jewelry, belts, sharp objects etc.**
- **NO flips or somersaults etc.**
- **NO roughhousing, horseplay in/or around unit**
- **NO climbing, hanging, standing or pulling on sides, tops, backs of units**
- **NO crawling under bottom or edge of units**
- **NO taping, fastening or hanging anything to or in the inflatable unit. Severe injury risk can occur.**
- **NO FOOD, DRINKS, CANDY, ANIMALS, SHOES, SILLY STRING or SHARP OBJECTS are to be allowed in the rentals at any time. This could result in cleaning/damage/repair/loss costs!**
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Lessee/Customer/Operator Signature_____ Date_____

Printed Name_____

Should the inflatable unit begin to deflate?

- Remove all persons from the inflatable unit.
- The motor has stopped: check the cord connection at the outlet and the blower.
- The blower continues to run: check the air intake on the side of the blower for any blockage. Check the inflatable tube to the blower for snugness and pull the strap for tightening if necessary.
- Any problems or questions with equipment please call Funkid Bouncer. at 011-143-11239.

I agree to accept for use “as is” the inflatable unit listed on my Rental Agreement, I agree to accept full responsibility for the care of all equipment while it is in my possession. I agree to pay full retail value of any equipment rented under this agreement that I do not return or that is beyond repair. I agree to pay for any cost of repair due to my negligence and/or misuse. I agree to follow all the rules stated on this agreement!

FULL PAYMENT IS DUE AT TIME OF DELIVERY!

I acknowledge and certify that I have had sufficient opportunity to read all 5 pages of this entire document, in which I understand its content and I execute it freely, intelligently and without duress of any kind and agree to be bound by its items and/or terms. I acknowledge I have received a copy of the operator manual for the unit I am renting

Lessee/Customer/Operator

Signature_____ **Date** _____

Printed Name_____

Questions or concerns

Please contact the Funkid Bouncer at 011-143-11239

Thank You!