



# Modish Matters

## **Equipment Rental and Lease Agreement**

**LEASE AND RENTAL FEE** The undersigned (herein known as the “lessee”) leases from the inflatable unit named above (herein known as the “Unit”) from **Modish Matters** (herein known as the “Lessor”) at the date and time specified above. Lessee shall pay Lessor the Rental Fee upon the receipt of the Unit.

- a. The lessee agrees that upon payment of the deposit, they are agreeing to all the terms of this contract and that the deposit paid reserves the item(s) just for them, which means that particular unit(s) cannot be rented by anyone else. Therefore, if the lessee cancels for any reason the deposit will be forfeited.
- b. All charges are based upon the time that the rented items(s) are in the lessee’s possession, whether in use or not. The lessee understands that once the equipment has been delivered by Modish Matters, final payment is due and payable and no rain discounts or refunds will be given.

**TITLE** Lessee shall keep the Unit in his/her custody at all times and shall not sublease, rent, sell, mortgage, or remove in any other manner disposed of by lessee from the Delivery Address, or otherwise transfer the Unit. The Unit shall remain the property of Lessor and may only be removed by Lessor or Lessor’s agent after “End Time” as specified above. This is a contract of renting only, and not of sale. The lessee agrees that the rented item(s) herein described upon the express condition that it will at all times remain the property of Modish Matters. In the event that the lessee fails to return said item(s) at the agreed upon time, or fail to abide by any other terms of the contract, Modish Matters has the right to repossess it without notice.



# Modish Matters

**DELIVERY AND TRANSPORTATION EXPENSES.** Except as otherwise provided herein, all charges in delivering and picking up of the Unit to and from the delivery address specified above are included in the Rental Fee noted above. Lessor shall use its best efforts to deliver the Units at the Start Time stated above; however, Lessor cannot guarantee that the Unit will be delivered at exactly the Start Time. Lessor shall not be responsible for any claims or damages in the event that the Unit is delivered earlier or later than the Start Time.

**DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT UNDER THIS AGREEMENT, ALL OF WHICH IS HEREBY DISCLAIMED AND EXCLUDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE UNIT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF PERSONAL INJURIES WHILE USING THE UNIT.

**ENTIRE AGREEMENT.** The Rental Agreement constitutes the full agreement between Lessor and Lessee. The receipt of the Modish Matters unit that is the subject of this rental Agreement is in good working order and repair and this is so acknowledged by Lessee.



# Modish Matters

**RAIN POLICY.** In the event of rain, high wind, or other causes outside the control of Lessor, Lessor reserves the right to terminate this Agreement and cancel the reservation hereunder.

- c. During WINDS at or exceeding 15 MPH or above, all riders must exit the unit and the unit is to be deflated so that no injury to the riders or damage to the unit will occur! Lessee agrees that they are taking full responsibility for these circumstances.
  - i. To deflate unit: first remove all participants from the Unit by having an adult escort riders from the front entrance. Then Turn off the blower motor and unzip and release air pockets; found on the side of the unit. Finally, with shoes removed, allow excess air to escape the unit by slowly and carefully walking air pockets towards the unzipped side of the unit.

## **SUPERVISION AND SAFETY**

- d. **The Lessee agrees to supervise the operation of any rented item,** keep the item(s) in their possession at all times, and further agrees that if the item is damaged that he/she will reimburse Modish Matters, for the full price to fix the damage and/or the full replacement value of the rented item.
- e. Lessee acknowledges that they have adequate homeowners insurance, tenant insurance, and/or other liability insurance to cover any bodily injury or property damage, which might occur to their guests, invitees, themselves, or others from the rental and use of the aforementioned equipment.



# Modish Matters

- f. Lessee understands that the activity to be engaged in through the rental of any equipment brings with it both known and unanticipated risks to themselves, their guests, and others. Those risks include, but are not limited to falling, slipping, crashing and colliding, etc...and could result in injury, illness, emotional distress, death, and/or property damage to themselves, their guests, and others.

## **RULES AND REGULATIONS**

- g. DO NOT MOVE the unit from the originally installed location
- h. **Only compatible WEIGHT and AGE GROUPS shall play on the inflatable at the same time!** Example: DO NOT let teenagers, adults, or any large child play on the inflatables with small children like 2, 3, 4 year olds as serious injuries will occur.
- i. To avoid injuries: flips, wrestling, and rough housing is not permitted.
- j. Under no circumstances are pets allowed on the inflatables.
- k. No water hoses, sprinklers, or water guns near or in the Inflatables.
- l. All shoes must be removed prior to entry.
- m. All balls included with a rental must remain INSIDE the unit at all times.
- n. **Absolutely No Silly String:** This includes any kind of aerosol string, pens, markers, or anything that will cause permanent damage to the unit is allowed anywhere near inflatable. This will cause irreparable damage to the inflatable and you will be charged a minimum fine of \$500.00 or replacement cost of the unit.



# Modish Matters

- o. No Gum, Candy, Food, Sand or any Sticky substances are allowed in or on the unit. If additional cleaning is required due to these substances, an additional fee will be imposed.
- p. No Cigarettes, Fireworks, Grills, or any Flammable substances allowed near or on the equipment.

## **INDEMNIFICATION; RELEASE OF LIABILITY.**

- q. The Lessee shall have the full responsibility of the Unit's operation, including, but not limited to, supervision of the participants in the Unit. Lessee agrees to indemnify and hold Modish Matters harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages, liabilities, including, but not limited to, reasonable attorney's fees and costs arising by reason of injury, damage, or death to persons property, in connection with or resulting from the use of the leased equipment. Lessor and its officers, employees and agents shall not be responsible for any injuries occurred during the use of the Unit. Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claim; the Lessee shall indemnify and hold harmless the Lessor and its officers, employees and agents from and against any costs incurred due to claims arising out of or in connection with the use and safe return of the Units. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Modish Matters



# Modish Matters

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 Modish Matters from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

**TROUBLESHOOTING.** In the unlikely event that the Unit begins to deflate while in operation, first remove all participants from the Unit by exiting through the opening on the roof or having an adult climb in the front entrance, stand up, and lift the roof enough for riders to exit the unit. then check the following:

- r. (1) The motor may have stopped, in which case, check the cord connection at the outlet, and remember to use no more than a twenty-five-foot extension cord (stronger outlets are in the kitchens and laundry room);
- s. (2) If the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the unit for snugness, retie if necessary;
- t. (3) Check and make sure the zipper(s) on the Unit is fully closed;
- u. (4) If you cannot correct the problem, call Lessor at the number above immediately.



# Modish Matters

## **CLEANING AND MAINTENANCE**

- v. **KEEP THE UNIT INFLATED THE ENTIRE TIME!** (Especially if it is raining until we pick up!) **RULE OF THUMB: IF OUTSIDE IT STAYS INFLATED.** It only costs \$0.13/hr. to run and it is just a fan blowing.
  - i. The unit must remain inflated, when it is inflated, the air constantly pushes UP out of the seams. If the rain comes down, the air will stop the water from going through the seams and getting trapped between the two bottom layers of the unit, THEREFORE keeping the water ON the surface. If it is raining the unit will get wet, but if the lessee allows the unit to deflate, and is filled with water, a **\$50.00 cleaning fee will be incurred!**
- w. All riders **MUST REMOVE SHOES AND SHARP OBJECTS** before playing on the unit.
- x. **NO BLEACH OR CLOROX** IF CLEANING THE UNIT. CHANGE THE WATER DAILY!
- y. When not in use, Lessee must use a towel to dry off any water that may be on the inflatable. This will eliminate mold from setting in.
- z. Make sure shoes are off when walking the air out of the inflatable. They will damage the netting and scuff the vinyl.
- aa. Lessee is responsible for cleaning the area where they intend on having the unit set up. This includes but is not limited to: Branches of any size, toys, lawn equipment, lawn furniture, large rocks, animal waste and any other objects that



# Modish Matters

may damage the unit. The lessor is not responsible for this, and will not set up the unit until the lessee completes the aforementioned tasks.

**REPRESENTATIONS AND WARRANTIES BY LESSEE.** Lessee represents and warrants:

- bb. That he/she has fully read this Agreement and that he/she has been instructed about and fully understands the safe operation of the Unit. Lessee shall observe all safety precautions contained herein, including, but not limited to, constant supervision of the participants.
- cc. That he/she is responsible for any and all injuries or damages that may occur.
- dd. That he/she shall keep the Unit in the same condition as when received, ordinary wear accepted.
- ee. That he/she shall be responsible for the safe return of the Unit to Lessor through Lessor's agent who delivers and picks up the Unit. Lessee shall only allow the same person to deliver the Unit to pick up the Unit. In the event that the Unit is not safely returned, Lessee shall pay Lessor a minimum of \$500 up to the full fair market value of the Unit.
- ff. That he/she has followed the instructions under Sections 7, 8, 10, 11.
- gg. That he/she has not removed the Unit from the location of installation.
- hh. That he/she has not made alterations or attachments to the Unit.
- ii. That he/she has received the Unit in good working order and condition.





# Modish Matters

## **SIGNATURE**

By signing my name in this contract, being the lessee, contact person, lessee representative, or other individual assuming the role of lessee, acknowledge that I have completely read and understand this contract and any and all accompanying addendums(s). I have been fully instructed by Modish Matters personnel as a trained operator for this aforementioned equipment and have had all of my questions answered to my satisfaction. I understand that I am solely responsible for adhering to the terms set forth by this rental contract agreement and any and all accompanied addendum(s). I acknowledge that my signature may additionally be used to authorize credit card processing including any additional fees that need to be charged.

### **Lessee Approval:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_



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