

SEVERABILITY

The provider of this rental contract shall be severed able so that the unenforceability or waiver of the provisions shall not affect the remaining provisions RESPONSIBILITY OF USE & DISCLAIMER OF WARRANTIES. You - the renter are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Main Events Party Rental harmless from and hereby release Kids Corner of Murfreesboro Inc. from, and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from Kids Corner of Murfreesboro Inc.'s negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

EQUIPMENT FAILURE

You (the renter) agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Kids Corner of Murfreesboro Inc. of the facts. Kids Corner of Murfreesboro Inc. agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges. The provision does not relieve renter from the obligations of the contract. In all events, Kids Corner of Murfreesboro Inc. shall not be responsible for injury or damage resulting from failure or defect of rented items.

USE OF EQUIPMENT

Renter (You) agrees & covenants to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that renter is so familiar and conveyed to Kids Corner of Murfreesboro Inc. you were. Renter further agrees that the items will

be used only at the address listed on the contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions and warnings related to rented items.

TIME OF RETURN

Renter's right of possession terminates upon the expiration of the rental period set forth on contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

LATE RETURNS

Renter shall return rented items to Kids Corner of Murfreesboro Inc. upon pickup, during regular business hours, promptly upon, or prior to the expiration of the rental period. If the renter does not timely return, the rental rate shall continue until items are returned. All late returns or delays in return are subject to additional fees.

PAYMENT

Renter shall pay all charges payable under this contract in advance, provided however that all foregoing shall not limit the amount payable by the renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (5) days of the due date, Kids Corner of Murfreesboro Inc. at our discretion may re-calculate rental charges on a daily basis. Renter shall pay in addition to any other amounts payable hereunder, a service charge of \$25 per day on all past due accounts. **We do not accept personal checks. Payments can be paid in cash, credit card on our website, credit card through invoice, or PayPal.**

ADDITIONAL CHARGES

In addition to other charges and cost provided herein, the renter shall pay charges in accordance with company rates then in effect for the following services;

- Delivery or Pickup
- Delivery or Pickup from any location to other than ground level
- Setup/knockdown of tables and chairs
- Delivery and pickup after business hours
- Packaging materials, extension cords, etc. are not returned
- Service calls
- Site planning and preparation
- Last-minute or rush orders
- Extreme weather conditions

CARE OF EQUIPMENT

In addition to its other obligations hereunder; Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in the possession of the renter.

Backdrops are not made for all weather. Please have a backup location for all backdrops and balloons should an outdoor event need to be moved indoors.

Rain will not hurt our bounce house, however the blower will need to be turned off and stored in a dry place immediately. Bounce House will need to be deflated immediately if winds exceed 15mph.

If you must clean up a spill on your rental while it is in your possession, ONLY warm, soapy water with a soft microfiber towel is allowed to be used. Always allow water to dry completely before returning your rental to use.

INSURANCE

Renter shall maintain, at renter's expense, liability, property, and casualty insurance coverage in an amount sufficient to fully protect Kids Corner of Murfreesboro Inc. and its equipment against any and all claims, loss, or damage of whatever nature or type. Kids Corner of Murfreesboro Inc. is not liable for any claims of injury or death related to use of our rental equipment.

SITE PREPARATION

Renter agrees to have the site clean and ready for delivery and installation or dismantled for pickup of the equipment, and also agrees to pay an additional charge for any delay incurred along with any labor charges resulting in renter's failure to do so. Under no circumstance can we set up rentals on gravel, dirt or mud. Level ground is required for all rentals. Grass should be mowed and free of rocks. Inflatable set ups must be within 50 feet of an electrical outlet.

PERMITS & LICENSES

Renter agrees prior to any installation of rental equipment including tents, to obtain at renters expense, any and all necessary permits and licenses, and other consents.

SUBSURFACE CONDITIONS

Renter also agrees to reimburse Kids Corner of Murfreesboro Inc. for any additional costs incurred as a result of undisclosed or subsurface conditions resulting in an additional cost to us. Under no circumstance can we set up rentals on gravel, dirt or mud.

HOLD HARMLESS AGREEMENT

Renter agrees to assume all risk and agrees to hold Kids Corner of Murfreesboro Inc. and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at of or relating to:

- The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment
- Contact of underground utilities, pipes, or any condition on renter's property
- All necessary surface repairs
- Any injury or damage during use of rented equipment including inflatables.

SECURITY DEPOSIT

Renter shall pay security at the time of reservation. This fee is \$150. We require 7 days notice for cancellations that are non-weather

related and 24 hours notice if cancellations are weather related. Please check the forecast ahead of time and have a back up plan for moving your event indoors if needed. Same day cancellations will lose their \$150 deposit. Rain will not hurt our bounce house, but it will need to be deflated if winds exceed 15 mph.

PAYMENT

All orders are to be paid in full, before the time of delivery/customer pick-up. Accepted payment methods are Cash, Credit Card through secure Invoice, or PayPal. Items will not be delivered/released unless the total is paid in full, and we have received a signed rental contract. NO EXCEPTIONS. Delivery personnel will not accept payment. Cash Payments must be made in person, before the date of the event, at Kids Corner of Murfreesboro Inc. Located at 2705 Old Fort Parkway, Murfreesboro, TN 37128.

PRICING

Pricing is subject to change without notice. Prices represented on price list represent a one-day rental period. If you wish to rent items for an extended period of time, please contact a sales specialist for special rates.

CANCELLATION POLICY

Upon confirmation of a rental order, the customer must give a deposit to reserve the order. If the customer decides to cancel an order prior to the event, it must be done 7 days prior to the event date, with the exception of balloon orders & installations. Balloon Orders must be canceled no later than 4 weeks prior to the scheduled event date. Kids Corner of Murfreesboro Inc. will retain the deposit. Customer does, however, have the option to move rental date, as long as all items are still available, within 12 months of the canceled date. If items originally rented are not available on the new date, similar replacement items will be issued.

DELIVERY

Delivery is required for all off site rentals. Delivery fees are 20% of the total price for all backdrops, party props and balloons. Bounce House delivery is free within a 10 mile radius of Murfreesboro Medical Center. A \$3 per mile fee will apply for all deliveries outside of this radius.

We require a minimum of one hour before the start of your party to set up your bounce castle, and one hour after your event to clean up and pick up the equipment. Please factor in this timing and let us know if we need to adjust the delivery or pick up time. Please give our employee 12 x12 feet of space for set up and do not allow children in the play space during set-up and pick-up of equipment. We require a clear pathway at least 3ft wide in order to bring in the dolly and equipment. If there are any trash cans, tables, chairs, etc. in the way of set-up, they will need to be moved by the renter before our arrival. Please measure the area for set-up before our arrival to ensure enough space for your set-up. No refund will be given if there is not adequate space for the play zone to be set-up in a safe manner for children and the equipment. We require a flat surface that is dry and free of uneven grass, holes, rocks, mud, debris, etc. in order for us to set up the rental equipment. If your rental will be on grass, please mow prior to the event in order to ensure a flat surface so the padded flooring does not buckle, which can be a tripping hazard for children. We require electrical access within 50 feet of the bounce castle. If your event is in a public space, it is the renters responsibility to obtain the correct permits and no refunds will be given if we are unable to set up due to lack of permits.

Additional distances, steps, elevators, After-Hours / Holiday deliveries, etc., will be subject to additional charges

PICK-UP OF DELIVERED ITEMS

Pick-up of your rented items will be after your event, the day of your event, unless otherwise agreed upon in writing. Pickups after 6pm are subject to an additional fee of \$50 per extended hour. Prior to pickup,

all balloons are expected to have been taken down off of your rentals by the renter. All balls must have been returned to the ball pit before pickup if renting the bounce house. Rented items will be inspected at the pickup time by Kids Corner of Murfreesboro Inc. If any damage is found, the renter is immediately responsible for payment of a damage/cleaning fee. If damage is too extensive to be cleaned and/or repaired, the renter assumes the cost of replacement of the item.

LINENS

All linens are subject to a \$5 cleaning fee.

INFLATABLES

Customers are to abide by rules and guidelines listed specifically for each inflatable unit. By signing this agreement, you agree to terms of inflatable rules and waiver. Units are not to be used with water. Any missing balls / accessories are subject to replacement fees. All outdoor inflatables are to be staked and/or weighted at all times. Our inflatables are designed for children ages 2-8 and rough housing and misuse of equipment will not be tolerated. A maximum of four children at a time are allowed inside of the bounce castle. Adult supervision is required at all times.

EQUIPMENT RESPONSIBILITY

All items are to be inspected by customer at time of drop off. If problems with items, Kids Corner of Murfreesboro Inc. must be notified before event. Renter is responsible for equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labor costs. Renter shall pay a reasonable cleaning charge for rented items returned dirty. Any items not wanted upon delivery are still to be paid for by customer.

EMERGENCY LINE

If renter does not attempt to contact Kids Corner directly after he/she has had a problem with a rental item, no refund, discount etc., will be given, NO EXCEPTIONS. **Your Emergency Contact Number is 615-838-9994**

PHOTO WAIVER: RENTER UNDERSTANDS THAT KIDS CORNER OF MURFREESBORO INC. MAY USE PICTURES OF EVENTS FOR PROMOTIONAL/MARKETING PURPOSES.

*BY SIGNING THIS RENTAL AGREEMENT, YOU ARE LEGALLY BINDED TO IT'S TERMS AND CONDITIONS.

Today's Date _____

Date & Time of Event _____

Renter's Full Name _____

Renter's Signature _____

Renter's Phone Number _____

Delivery & Pickup Address:

