

Air Headz Inflatable Rentals, LLC

812-459-6188

This contract is made and entered into this ____ day of _____ 2009 by and between the undersigned Lessee, and Air Headz Inflatable Rentals, LLC, hereafter known as the Lessor.

LEASE: Lessee hereby engages Lessor who agrees to lease to Lessee the items described below for Lessee's event on the date(s) described below, all upon the terms and conditions set forth herein.

Lessee name and address (please print): _____

Items Rented:

Date(s) of Event (see information on signature line)

Location of Event (see information on signature line)

DEPOSIT: A deposit of \$ _____ (50% of rental amount) shall be delivered to and in the name of Air Headz Inflatable Rentals, LLC upon signing of this contract. The item(s) mentioned in this contract are not reserved for the Lessee until this deposit is received. This deposit is not refundable unless the rental cancellation is received 10 days prior to the event date.

BALANCE: The remaining balance of \$ _____ is due upon Lessor's arrival at the event site to deliver the item(s) for the event.

SETUP and OPERATION: A representative of Lessor shall provide initial setup of the item(s) unless other agreed. The item(s) rented herein may only be used at the location designated herein. Other than any initial setup by Lessor, Lessee is solely responsible for the operation and supervision of the item(s). Lessee shall be responsible for following and enforcing all safety and operating rules and guidelines provided by Lessor to Lessee (whether stated herein or otherwise provided to Lessee) or posted on the item(s). No food, drinks, animals, shoes, toys, sticks, any sharp objects, or SILLY STRING are allowed in the item(s) at any time. No rough play is permitted in the item(s) at any time. The Lessee is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. Items that are setup on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the item(s) move off the provided tarp, damage or staining may occur on the bottom of the unit, for which Lessee will be responsible.

Lessee expressly assumes the responsibility of all person(s) who use the item(s) and expressly acknowledges that they do so at their own risk, and that, if any injury occurs to the person(s) using the equipment, Air Headz Inflatable Rentals, LLC it's employees, officers, members, directors, shareholders, agents, successors, and assigns shall not be held liable for any such injuries and /or resulting damage.

AT NO TIME SHOULD THE ITEM(S) AND ANY RELATED EQUIPMENT BE LEFT UNATTENDED!

SPECIAL PROVISIONS: The Lessor reserves the right not to perform outdoor engagements when, in the Lessor's judgment, weather conditions would be detrimental to the Lessor's equipment. This includes but is not limited to risks related to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

*A representative from the Lessor will contact Lessee prior to delivering the equipment if the weather is questionable. At the time of this call, if the Lessee chooses not to have the equipment delivered due to weather concerns, the full deposit will be returned. Once the equipment arrives at the event, the deposit is not refundable.

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Lessor’s equipment, if damage is incurred while the equipment is in the possession of Lessee. Damage fees will be incurred at fair market value and billed to Lessee and due within 10 days of repair.

HOLD HARMLESS PROVISION: LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR, ITS EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS, SHAREHOLDERS AND AGENTS (THE “INDEMNIFIED PARTIES”) HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCESSING COSTS, EXPENSES, DAMAGES, AND LIABILITIES INCLUDING REASONABLE ATTORNEY’S FEES ARISING BY REASON OF INJURY, DAMAGE, OR DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT RENTED HEREIN BY LESSEE OR LESSEE’S FAMILY MEMBERS, GUESTS, INVITEES OR ANY OTHER PERSON WHILE SUCH EQUIPMENT IS IN LESSEE’S POSSESSION. LESSOR SHALL HAVE NO LIABILITY FOR THE MANUFACTURE, SELECTION, POSSESSION, USE OR OPERATION OF THE EQUIPMENT BY LESSEE. LESSEE HEREBY RELEASES AND HOLDS HARMLESS THE INDEMNIFIED PARTIES FROM INJURIES OR DAMAGES INCURRED AS A RESULT OF THE MANUFACTURE, SELECTION, POSSESSION, USE OR OPERATION OF SAID EQUIPMENT, IRRESPECTIVE OF ANY ALLEGED NEGLIGENCE OF AN INDEMNIFIED PARTY. 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 OR OCCURRING WHILE LESSEE IS IN POSSESSION OF THE EQUIPMENT RENTED HEREIN.

CHILDREN’S SAFETY DEPENDS ON LESSEE. LESSEE’S PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED AS THE LESSEE OF THE AIR HEADZ INFLATABLE RENTALS UNITS. THE SAFETY OF ALL PERSONS IS LESSEE’S RESPONSIBILITY.

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.

INSURANCE: Lessee acknowledges that Lessee has adequate homeowner’s insurance, tenant insurance, or other liability insurance or event insurance to cover any bodily injury or property damage or general liability which might occur to lessee, lessee’s family members, guests, invitees, or any other persons from the use and or operation of the equipment lessee renting.

Please note that in the event of an emergency or problems with equipment, it is up to the Responsible Party to contact the Lessor at 812-459-6188 immediately in order to expedite resolution of the problem. If Lessee fails to contact Lessor, the Lessor is not liable for any refunds.

This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriate parties.

LESSOR:

AIR HEADZ INFLATABLE RENTALS, LLC

BY: _____
Authorized Signatory

LESSEE:

Lessee Signature—Responsible Party

Date of Event: _____

Address of Event: _____

Phone #: _____

Setup (Pickup) Time: _____

End Time: _____

Additional Information: