

# Dutchess Party Rentals

Located at Mr. Todd's Gymnastics~12 Olympic Way  
Poughkeepsie, N.Y. 12603

845-473-9565 ~ [www.dutchesspartyrentals.com](http://www.dutchesspartyrentals.com) / [www.Mrtoddsgym.com](http://www.Mrtoddsgym.com) 845-473-3966

## \*\* RENTAL AGREEMENT \*\*

RENTAL DATE: \_\_\_\_\_ RENTAL: \$ \_\_\_\_\_  
 LESSOR: Dutchess Party Rentals DEL. SETUP: + \_\_\_\_\_  
 LESSEE: \_\_\_\_\_ TAX: \_\_\_\_\_ Other + \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ DEPOSIT: - \_\_\_\_\_  
 TOTAL DUE: Bal.= \_\_\_\_\_  
 Credit Card # \_\_\_\_\_ Exp: \_\_\_\_\_  
 License # \_\_\_\_\_ State: \_\_\_\_\_

Type of event: \_\_\_\_\_

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_ HOME # \_\_\_\_\_

SIGNATURE: **X** CELL # \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_ GRASS: \_\_\_\_\_ PAVEMENT: \_\_\_\_\_

BH w/Slide  13x21 Multi-Color Castle  13x13 Princess Castle  15x15 Multi-Color Castle  15x15 Balloons Castle  15x15  
 Unit #6  Unit #7

- EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** The Undersigned, as Lessee, hires from Dutchess Party Rentals, as Lessor, one jump unit, I.D. No: \_\_\_\_\_, Blower I.D. No: \_\_\_\_\_. The Rental Fee as stated above is payable in advance from the time of commencement, Start Time to End Time.
- DELIVERY:** To the street address specified above by Lessee (Customer). Lessee grants Lessor right to enter the property at the said street address ("Delivery Address") for the delivery and subsequent pick up of the JUMP unit at the specified time.
- TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the JUMP unit with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the JUMP unit is not returned at the appointed time by Lessee to Lessor then a \$50.00 Transportation Fee shall be automatically imposed.
- GENERAL RULES TO FOLLOW DURING USE OF THE JUMP UNIT:**
  - Only compatible age groups and size shall play on the JUMP unit at the same time. The maximum number of riders of each group that should play in the JUMP unit at one time is:

Unit Size	Children 8 & Under	Children 9 To 12	Older Teens	Adults
13 X 21	3 - 4	2	NONE	NONE
13 X 13	3-5	3	2	2
15 X 15	4-6	3-4	4	3

- All riders **MUST REMOVE SHOES** before playing in the JUMP unit. **Please wear socks.**
- To avoid neck and back injuries, **NO FLIPS OR ROUGH PLAY ARE NOT ALLOWED.**
- CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE JUMP UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.
- Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the JUMP unit. If upon pick up, such cleaning is required then a **\$50.00 cleaning fee shall be automatically imposed.**

**DO NOT MOVE** the JUMP unit from the place where it was installed. If the JUMP unit moves, pull the corner back to its original location of installation.

**CAUTION:** Keep the JUMP unit away from swimming pools.

- SPECIAL INSTRUCTIONS:** The JUMP unit's equipment is reliable. Should the JUMP unit begin to deflate: Proceed to the entrance of the jump and help the children exit from the jumper. After everybody is out of the jump check the following: **1)** the motor may have stopped, in which case check the cord connection at the outlet. Do not use any more than a total of a 100 feet of heavy extension cord (Stronger outlets are in the kitchen and laundry room), **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 JUMP unit for snugness: re-tie if necessary, or **3) If you can not correct the problem call Todd @ 845-473-9565 or 845-797-3941.**

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6. **SAFE OPERATION ACKNOWLEDGMENT:** LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT AND FULLY UNDERSTANDS THE SAFE OPERATION OF THE JUMP UNIT THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT. LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE ALSO REPRESENTS AND WARRANTS THE SAFE RETURN OF THE UNIT AND HEREBY AGREES TO PAY TWO THOUSAND (\$2,000) IF IT IS NOT RETURNED. THERE IS A MINIMUM CHARGE OF \$100 FOR ANY REPAIR TO THE UNIT DUE TO THE LESSEES NEGLIGENCES. A CHARGE OF \$50.00 PER HOUR PLUS MATERIAL WILL BE IMPOSED.

**Acknowledgement of Risks:** Lessee acknowledges that some, but not all, of the risks of playing on or in inflatable units include: Rough play, collision with other participants. – Failure to follow safety guidelines. – climbing or jumping from sliding surfaces. Improper contact with electrical fans. – Electrical failure resulting in deflation of unit. – Improper installation. – Inclement weather, lightening, high wind conditions, rain or low temperatures.

7. **MAINTENANCE:** Lessee agrees to keep the JUMP unit in the same condition as when received, ordinary wear accepted.
8. **ALTERATIONS AND ATTACHMENTS:** No alteration in or attachments to the JUMP unit will be made without prior written approval of Lessor.
9. **WARRANTY:** Lessor warrants that the JUMP unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The JUMP unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the JUMP unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including, but not limited to. Consequential damages, arising out of or in connection with the use or performance of the JUMP unit.
10. **TITLE TO JUMP:** Lessee agrees to keep the JUMP unit in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such JUMP unit. The JUMP unit will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.
11. **RELEASE OF LIABILITY:** The Lessee shall be in charge of the JUMP unit's operation and any other rental equipment, and is fully responsible for its operation as well as return of all equipment including the JUMP unit and all other rental equipment in good working order. Lessor and its officers, employees and agents is / are not responsible for injury occurring to the Lessee or to any other persons using the JUMP unit, cotton candy machines, sno-cone machines, pop-corn machines generators or any other rental equipment and the Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from / against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the JUMP unit or any other rental equipment (including but not limited to: cotton candy machines, sno-cone machines, pop-corn machines, nacho machine, outdoor games, tents and generators) should legal action become necessary. **Only New York State laws will apply.**
12. **ENTIRE AGREEMENT:** The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the JUMP unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee. **There will be a \$30.00 fee for returned checks.**
13. **RAIN POLICY:** DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC.), WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING IT OR NOT. IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THIS RENTAL AGREEMENT, THERE WILL BE NO REFUNDS!
14. **Cotton Candy Machines, Sno-cone Machines, Popcorn machines, Hot dog, Nachos, Spin art & Generators Rentals:** Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only! Be sure that the switch is in the "OFF" position before plugging unit in.
15. **Homeowners, tenants, or other liability insurance:** I acknowledge that I have adequate homeowners insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests or my invitees from the use of the unit I am renting or else I agree to bare such cost to bare the cost of such injuries or damage myself.

**WARNING!** -- Never leave unit running unattended. **DO NOT ALLOW CHILDREN TO OPERATE UNIT!** Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment. Never touch Hot or moving parts. Never fill generator with gasoline when engine is hot! **Never operate rental equipment in a wet environment.**

**\*\*It is prohibited to use or attend an inflatable unit or any other rental equipment while under the influence of alcohol, drugs or any other intoxicating substance! Intoxication or impairment by the use of alcohol or drugs may result in serious injury or even death!**

**Your safety matters to us.**

**LESSOR:** DUTCHESS PARTY RENTALS

**By:** \_\_\_\_\_

*Authorized Representative for  
Dutchess Party Rentals*

By my signature, I accept the terms of this Rental Agreement.

**LESSEE:** \_\_\_\_\_

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE IN THE INDUSTRY. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THE JUMP IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITION IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT, PLEASE CALL US IMMEDIATELY. THANK YOU