

# Green Country INFLATABLES LLC

## Rental Agreement

This contract is made and entered into by and between the Lessee and Green Country Inflatables L.L.C., from now on known as the Lessor and is mutually agreed that the contract shall be subject to change.

**PARTIES:** The Lessee hereby engages the Lessor, who agrees to furnish the items described upon the terms and conditions set forth at this juncture.

**DEPOSIT:** A deposit shall be delivered to and in the name of Green Country Inflatables, L.L.C., upon signing of this contract. The items 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 72 hours prior to the rental. In the event of bad weather, we can transfer your deposit to another date, but it is not refundable.

Payments are to be sent to: Green Country Inflatables, L.L.C. PO Box 471303 Tulsa, OK 74147

**BALANCE:** The remaining balance is due upon arrival at the event. There is a \$25.00 fee for any returned checks. The payment must then be made with cash, cashiers check, or money order within 3 days, no checks.

**TIMING AND FEES:** The reserved rentals shall be delivered no later than 15 minutes before the requested start time unless both parties agree upon other arrangements. The equipment should be empty of riders at the requested end time. An additional hour will be charged if the pickup agent must wait for the equipment to be vacated.

**SETUP AND OPERATION:** The Lessee should have at least 1 person of average strength per inflatable available to assist with setup and take down of unit(s), if needed. There must be a designated person who will be responsible for operation of the ride(s). Lessee and/or designated person mentioned above are responsible for enforcing posted rules. Instructions for safety and operation will be reviewed and initialed at the time of setup. \*Each blower will require a dedicated 110 Volt 20A circuit within 100 Ft. of the unit. (Generators are available for rent if necessary).

### **AT NO TIME SHOULD THE 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 wind, rain, mud, snow, or ice. (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 the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event, the deposit is not refundable.

**NEGLIGENCE OR ABUSE:** Lessee agrees to be responsible for any damage to Green Country Inflatables, L.L.C. equipment, if damage is incurred while the equipment is in the possession of the Lessee. Prior to set-up and take down each piece of equipment is inspected and verified. Damage fees vary but are estimated below:

\$75 minimum if water is used on a dry unit  
\$50-\$100 for cleaning fees  
\$200-\$500 for repairs  
\$3000 if the unit is not repairable

Know where underground gas, plumbing and water lines are on the property. We will not be responsible for damage to pipes or plumbing of any kind. OKIE recommends you call them to know for sure. Absolutely no food, drinks, water, silly string, animals, shoes, or sharp objects are allowed in the rentals at any time. The operator is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. At no time should the inflatable be used while under the influence of alcohol, drugs, or any other intoxicating substance. 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 bottom of the unit.

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.

The Lessee expressly assumes the responsibility of informing all person(s) who use, operate, or rent the above specified rental equipment that they do so at their own risk and that if any injury occurs to the person(s) using, operating, or renting the equipment, Green Country Inflatables, L.L.C., it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries and/or resulting damages and, further, shall indemnify Green Country Inflatables, L.L.C. in the event they are held liable for any injuries and/or resulting damage. This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriated parties.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact The Lessor at (918) 809-3909 immediately in order to expedite the problem. If Lessee fails to contact us, the Lessor is not responsible for any refunds.

**HOLD HARMLESS PROVISION-** LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING 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 INCLUDING BUT NOT LIMITED TO, THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OPERATION, OR RETURN OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO 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 IT'S 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.

**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 OF A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIGNING THIS CONTRACT, LESSEE AGREES THAT NO EXPRESS WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE IS HEREBY DISCLAIMED.

**MERGER CLAUSE-** THIS SIGNED CONTRACT INCOMPASSES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND THE 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 PROVISION OF THIS AGREEMENT SHALL NOT AFFECT THE OTHER PROVISIONS HEREOF.

\_\_\_\_\_  
Lessee Signature

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Received Rules Initial (at time of delivery)

Date of Event:	Email Address:
Phone Number:	Alt. Phone Number:
Lessee:	Alt. Contact Name:
Address of Event: (include City, State, & Zip code)	
County where event will be held:	(For determination of sales tax rate required)
Setup Time:	End Time:
Unit(s) Rented:	
Is this for a birthday? If so please provide name and age:	

How did you hear about Green Country Inflatables, L.L.C.? \_\_\_\_\_