

# BOUNCE MANIA

## Term and Condition

1. EQUIPMENT, RENT & TERM OF RENTAL AGREEMENT. The Undersigned, as lessee from Gemelli Inc. DBA Bounce Mania and Party Rentals, as lessor, one Cotton Candy Maker, Identification Number:\_\_\_\_\_. The Rental Fee as stated payable.
2. SPECIAL INSTRUCTIONS: The Cotton Candy Maker is reliable, should the Cotton Candy Maker malfunction and IF YOU CANNOT CORRECT THE PROBLEM CALL 817-791-2675
3. GENERAL RULES TO FOLLOW DURING THE USE OF THE Cotton Candy Maker:
  - NEVER IMMERSE IN WATER/NEVER USE NEAR WATER
  - NEVER USE AN ABRASIVE SPONGE, CLOTH OR SCOURING PAD ON THE UNIT
  - NEVER LEAVE UNIT UNATTENDED WHILE IN USE
  - NEVER PLACE ANYTHING OTHER THAN THE INTENDED SUGAR IN THE EXTRACTOR HEAD
  - UNPLUG UNIT FROM OUTLET WHEN NOT IN USE AND WHEN CLEANING
  - DO NOT OPERATE THIS APPLIANCE WITH A DAMAGED CORD OR PLUG OR IN THE EVENT THE APPLIANCE EVER MALFUNCTIONS
  - NOT RECOMMENDED FOR DISHWASHER
  - THIS APPLIANCE IS NOT A TOY
  - YOUNG CHILDREN SHOULD BE SUPERVISED TO ENSURE THAT THEY DO NOT PLAY WITH THIS APPLIANCE
  - THIS APPLIANCE IS NOT INTENDED FOR USE BY YOUNG CHILDREN OR INFIRM PERSONS WITHOUT SUPERVISION
  - DO NOT TOUCH THE HOT SURFACE. USE HANDLES OR KNOBS
  - DO NOT USE OUTDOORS
  - ALL SPECTATORS NEED TO BE KEPT AT A REASONABLE DISTANCE TO PREVENT INJURY
  - HEATING ELEMENT IN CENTER CAN GET HOT. AVOID CONTACT UNTIL COOL
4. DELIVERY To the street address specified above by the 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 Cotton Candy Maker at the specified time.
5. TRANSPORTATION EXPENSE Except as provided herein, all charges in delivering and subsequent pick-up of the Cotton Candy Maker with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the Cotton Candy Maker unit is not at the appointed address by the lessee, then a \$50.00 extra transportation fee shall be automatically imposed. \_\_\_\_\_(INITIAL).
6. SAFE OPERATION ACKNOWLEDGMENT: LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT AND FULLY UNDERSTANDS THE SAFE OPERATION OF THE Cotton Candy Maker, WHICH IS THE SUBJECT OF THE RENTAL AGREEMENT AND LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE ALSO WILL BE HELD LIABLE UP TO FIVE HUNDRED DOLLARS IF THE COTTON CANDY MAKER IS NOT RETURNED IN THE ORIGINAL CONDITION
7. MAINTENANCE: Lessee agrees to keep the Cotton Candy Maker in the same condition as when received, ordinary wear is expected.
8. ALTERATION AND ATTACHMENT: No alteration in or attachments to the Cotton Candy Maker can be made without prior written approval of Lessor.
9. WARRANTY: Lessor warrants that the Cotton Candy Maker leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The Cotton Candy Maker is supplied and maintained subject to this warranty. Lessor's obligation under the Rental Agreement is limited to repair or replacement of the Cotton Candy Maker 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 all liabilities on the part of the Lessor for the damages including, but not limited to consequential damages, arising out of or in connection with the use or performance of the Cotton Candy Maker.
10. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence of this Rental Agreement. Lessee acknowledges that the inflatable is subject to the Rental Agreement.
11. RELEASE OF LIABILITY: The lessee shall be in charge of Cotton Candy Maker operation, as well as return of the Cotton Candy Maker in good working order. Further the Lessee can not hold Lessor including all the officers, employees and agents for any kind of injury or claims. The Lessee shall identify the lessor and its officers, employees and agents from against any kind of injury or claim. The Lessee shall identify the Lessor and its officers, employees and agents from against any costs incurred due to claims from anyone including attorney's fees and related costs involving the use of Cotton Candy Maker should legal action become necessary.
12. TITLE TO BOUNCE MANIA AND PARTY RENTAL: Lessee agrees to keep the inflatable unit in his/her custody and not sublease, rent, sell or remove from the Delivery Address, or otherwise transfer such Cotton Candy Maker. The Cotton Candy Maker will remain at the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement. THE SAME DRIVER WILL COME TO PICK-UP THE Cotton Candy Maker UNLESS OTHER SPECIFIED AT THE TIME OF DELIVERY, IF A DIFFERENT DRIVER SHOW UP PLEASE CALL THE OFFICE IMMEDIATELY.

LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE IN THE INDUSTRY. IT IS THE DRIVERS RESPONSIBILITY TO MAKE SURE THE Cotton Candy Maker IS CLEAN CONDITION. IF YOU FEEL THAT THE DRIVER HAS NOT DONE SATISFACTORY JOB IN SETTING UP THE POPCORN MAKER PLEASE CALL US AT 817-791-2675.