

on the day of the activity. **There will be a \$50.00 fee for all checks returned by the bank (\$30.00 Returned Check and \$20.00 Recovery Fee). If Credit Card is on file we will charge the total amount fees plus 7% credit card processing fee to your credit card.** Checks returned by the bank will be forwarded to the Small Claims Court if credit card is not on file and Lessee will be responsible for all court costs and other fees allowed by court. You can pay the down payment with a credit card, check, or cash. The remaining balance can only be paid in cash, unless you pay in full when you make the reservation or Business check is presented. **We do not accept personal checks or credit cards, we only accept credit cards or checks for the down payment only. If you want to pay the remaining balance with a credit card a 7% credit card processing fee will apply to the whole order. A 10% processing fee will be applied to your order if you pay a special price event discount or promotion with credit card, only cash or money order will be accepted.** Init [REDACTED]

4. Cancellation or Reschedules. **KINDAS Amusement Source** will reschedule the event or reimburse the money back to the customer only if a weather condition does not allow setting up **one hour prior to contracted time**. Once you make the reservation your **down payment (50%)** will be fully earned and no reimbursement under any circumstances will be made other than weather conditions 1 hour prior your event. **One week before the event is scheduled the Lessee will have the opportunity to reschedule by paying \$25.00 rescheduling fee. Only Water Slides, Mechanical Bull, Rock Wall and big units will not be able to be reschedules unless a rescheduling fee of \$150.00 is paid.** Once the unit is delivered full amount will be earned and no refund will be given due to conditions and/or improper location Once you make a reservation by phone you understand you are making a verbal agreement with us and understand that your down payment is lost if you cancel your event due to any personal reason other than rain, You will not need to have this contract signed. We ask for your event details as prove that your credit card was not stolen. **Only applies to clause 3 and 4**

5. Liability and Indemnity. I, the undersigned, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **KINDAS Amusement Source** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Lessee will also be responsible for any medical bills. Should **KINDAS Amusement Source** or anyone acting on behalf of **KINDAS Amusement Source** be required to incur attorney's fees and cost to enforce this agreement, I expressly agree to indemnify and hold **KINDAS Amusement Source** harmless for all such fees and cost. In the event I, the undersigned or any of my participants file a lawsuit against **KINDAS Amusement Source**, it is agreed to do so solely in the State of Georgia. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by **KINDAS Amusement Source** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **KINDAS Amusement Source** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. The Lessee including but not limited to Businesses, Church, Home or backyard events, including 3rd party coordinators will have to run their claim including but not limited to medical, property damage thru their home, business, church or 3rd party coordinator insurance carrier.
Init [REDACTED]

Lessee will indemnify Lessor and save it harmless 100% from and against any and all claims, actions, damages, liability, and expenses in connection with any and all loss of life, personal injury and/or damage to property including underground water or electrical pipes, as lessor did not built the property nor have any knowledge where the underground pipes are (We use spikes to secure units in place), or for any other damages or liability, arising from or out of the renting, operation, occupancy or other use by Lessee of the rented property or any part thereof or any other part of Lessor's property, whether or not such loss, injury and/or damage is occasioned wholly or in part by any act or omission of Lessee, its agent, contractors or employees, or occasioned by persons using or operating the equipment or rented property at the express or implied invitation of the Lessee. Init [REDACTED]

6. Equipment Protection Fee. Only will apply to equipment rented from **KINDAS Amusement Source** at an additional cost. If unit(s) is damaged under the customer's possession, we will cover only the repairs and cleanliness of the unit or equipment. This does not include if the unit is stolen or any act of vandalism. Please refer to Equipment protection form. If Lessee declines, they will be responsible 100% of repair cost including transportation to repair facilities and back. See attached sheet for exceptions to this clause. This does not apply to your personal property. Line 5 above will continue into effect for any other damage (i.e., damage to personal property, loss of life, personal injury, etc.). Init [REDACTED]

7. Utilities Charges and Fees. The Lessee agrees that it shall pay any and all utilities charges and fees necessary for the operation, occupancy or other use of the rented property, including but not limited to, water, electricity, sewer, and natural gas, and Lessee shall indemnify and hold Lessor harmless from any and all such charges or fees. Init [REDACTED]

8. Assignment. The Lessee shall not assign its right or interests under this Equipment Rental Agreement, nor sublease the whole or any part of the rented property. Init [REDACTED]

9. Nuisance. The Lessee shall be responsible and shall pay all damages and charges to any state or city government or any others for any nuisance made or suffered during the term of this Equipment Rental Agreement resulting from the operation, occupancy or other use of the rented property, and Lessee shall indemnify and hold Lessor harmless from any and all damages and charges. Init [REDACTED]

10. Unlawful, Improper or Offensive Use; Compliance with Laws. The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the rented property, and Lessee shall comply with any and all federal, state, and local laws, rules, and regulations, associated with the operation, and all fines, costs, damages, penalties or otherwise, assessed as a result of Lessee's failure to comply with any federal, state or local law, rule or regulation. Init [REDACTED]
The rented equipment shall be placed, erected and set up in a location and in a manner, which is deemed safe by Lessor, at Lessor's sole discretion. Lessor shall not be responsible for any claims, actions, damages, liability or expense occasioned by any misuse or improper use of the rented equipment Init [REDACTED]

11. No Warranties by Lessor. Lessor, not being the manufacturer of the rented property or equipment, nor the manufacturer's agent, makes no warranty or representation, either express or implied, as to the fitness, design or condition of, or as to the quality or capacity of the material, equipment, nor any warranty that the rented property or equipment will satisfy the requirement of any law, rule, specifications or contract which provides for specific machinery or operations, or special methods, it being agreed that all such risks, as between the lessor and the lessee are to be borne by the lessee at its sole risk and expense.

12. Liability for Damage to Equipment. Lessee shall be responsible for and shall pay for any and all damage caused or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors or employees, or occasioned by persons using or operating the equipment or rented property at the express or implied invitation of the Lessee unless Lessee request Equipment Protection. If unit(s) is/are stolen you will have to replace the unit and pay 100% replacement cost including delivery charges. Equipment protection will not cover acts of vandalism, stolen units and any other act included on the Equipment Protection Form. Init [REDACTED]

KINDAS Amusement Source shall not be liable for any damage, inconvenience, loss of use and enjoyment, or other loss, caused by any power outage, rain, or other acts of God. Init [REDACTED]

13. Lessee will follow the Operating Instructions on the attached document or equipment from the beginning to the end. A set of Rules and Direction are either displayed on the inflatable equipment/unit(s) or have been provided to the undersigned which He or She agree to follow and utilize at all times during operation and use of the unit, plus I the undersigned will have myself or a designee of my own to protect, supervise, and watch the unit(s) and guests of mine from wrongfully using the unit(s) from setup to takedown or otherwise stated by **KINDAS Amusement Source** representatives. Init [REDACTED]

14. Equipment will not be used for profit without the concern of **KINDAS Amusement Source. If you have food supplies from us to use in our machines and when you are done you have supplies unused we will not deduct that from your final payment. Make sure you buy accordingly.** Init [REDACTED]

15. **KINDAS Amusement Source only rents party equipment. We do not provide supervisors or attendants for your event. Every unit is rented independently. If you require an attendant **KINDAS** can provide one for each unit at Lessee expense. Attendant will supervise one unit only. If more attendants are needed you will have to request them.** Init [REDACTED]

16. If you request a snack machine or any other item the supplies and personnel is extra (i.e. tables, extension cords, ice, cooler.) **KINDAS Amusement Source will not furnish anything extra unless agreed by both parties and printed down on agreement or proposal. **KINDAS will not be responsible for your "misunderstanding"**. You must read and understand for what you are paying for. Please follow attached instructions on what you will get if you request them.**
Init [REDACTED]

17. Lessee understand that he or she must be present between 7:00 am for setup and until pick-up time which at sometimes can be the next day. Lessee will be notified in advance for pick-up time. Init [REDACTED]

18. Lessee understand that the driver will not be back to pick up unit(s) until ending time. Make sure you plan accordingly to rental agreement. If you decide to end the party early you will still be responsible for unit(s) and stay in place until we arrive. If we have to go early and pick up an additional charge will apply. Charge will be \$50.00 or 20% of total rental equipment, whichever is more. If you have your event at a park, center, stadium, etc. and you are not there by the time we arrive an additional \$25.00 waiting time will be added to the total due. Init [REDACTED]

