

Games Galore Party Rental Inc.

922 40th St N
Fargo, ND 58102
701-373-0104

www.fargo-games-galore.com

Games Galore Rental Agreement

Event Name:

Event Date:

Managed Contract

Games Galore will deliver and set up the inflatable(s)/game(s) and leave one supervisor. The Lessee will be responsible for supervision for each inflatable or game. Games Galore will also tear down and return equipment to main office.

1. General Rules to Follow During Use of Equipment

All riders must remove shoes, jewelry and eye-glasses before playing on the game.

To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED**. Sliding on any game must be feet first.

Children's safety depends on an attendant at each game. Your personal supervision is absolutely required. As the Lessee of the game, the safety of all riders is your responsibility.

Strictly follow all rules printed on the game.

Absolutely no Silly String, gum, candy, food, drinks or other substances are allowed in or on the game. If upon return of the game, cleaning is required due to these factors, a \$100 hourly cleaning fee will be charged to the lessee.

All rules contained in the attached "Safety Rules" are incorporated herein and made a part of the Rental Agreement.

Keep the games away from swimming pools and other bodies of water.

2. Operation

The game's equipment is reliable. Should the game begin to deflate: Proceed to the entrance of the game and help the children exit the game. After everyone is out of the game, check the following: 1) The blower may have stopped, in which case check the cord connection at the outlet. Do not add an extension cord or move the blower plug-in once Games Galore has set up. The motors pull about 12 amps. Normal circuits will hold 15 amps, so if you have other things running on the same circuit the breaker will trip. Find another circuit. 2) The motor is still running but is not holding the game up. If this is the case, the intake on the motor may be blocked by a piece of paper or leaves. Remove the blockage and the motor will run normally. If the motor is running properly, there is no blockage and the

game is still not working, there may be a major rip in the game. In this case, please immediately inform the on-site supervisor and call Games Galore for assistance 701-373-0104.

3. Safe Operation Acknowledgement

Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the game that is the subject of this rental agreement. Lessee agrees to observe all safety precautions included herein and/or printed on the side of the game. Lessee also represents and warrants the safe return of the unit and hereby agrees to pay eight thousand five hundred dollars per game rented (\$8,500) if the game is not returned. There is a minimum \$100 charge and a subsequent \$100 per hour charge for repairs if the game is returned damaged due to Lessee's negligence.

4. Alterations and Attachments

No alteration in or attachments to the game will be made without prior written approval of Lessor Games Galore.

5. Warranty

Lessor warrants that the game leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The game is supplied and maintained subject to this warranty. This warranty is void if Lessee makes any unauthorized alterations to the game, places any unauthorized attachments to the game, or operates the game in a manner that is not consistent with these written instructions and/or any instructions printed on the side of the game. Lessor's obligation under this Rental Agreement warranty is limited to repair or replacement of the game 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 game. Lessor reserves the right to replace the game pertaining to the Rental Agreement with another game of equal or greater value if the said game is not in safe or proper working order due to circumstances beyond Lessor's control.

6. Title to game

Lessee agrees to keep the game in his/her custody and not to sublease, rent, sell, remove from the delivery address, or otherwise transfer such game unit. The game will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.

7. Release of Liability

The Lessee shall be in charge of the game operation and any other rental equipment and is fully responsible for its operation. Lessor and its officers, employees and agents are not responsible for injury occurring to the Lessee or to any other persons using the game, or any other rental equipment and the Lessee further agrees to hold the Lessor and its officers, employees and agents harmless from/against any cost incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the game or any other rental equipment should legal action become necessary. Lessor and its officers, employees and agents are not responsible for any damage to the Lessee's property resulting from the delivery and/or operation of the game, including, but not limited to, any damage to Lessee's lawn and or grounds.

8. 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 game and/or rental equipment 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 \$25 fee for returned checks.

9. Rain Policy

Lessee agrees to pay 50% of the rental cost at the time of booking unless otherwise provided by the Lessor. The balance of the cost is to be paid prior to the event starting. If the games cannot be operated because of weather related to wind, rain, or other climatic issues at the start of the event, the Lessee is not obligated to pay the balance of the contract until the service can be performed. Any additional mileage or transportation costs will be added to the revised contract reflecting the postponement.

10. Cotton Candy, Popcorn, Generators and other Electrical or Gas-Powered Equipment

Lessee agrees to never service a game, rental equipment or unit when plugged into an electrical outlet. Games Galore's on-site manager will service any issues in a timely matter.

Warning! Never leave unit running unattended. Do not allow children to operate unit! Never fill generator with gasoline when engine is hot. Never operate rental equipment in a wet environment. Lessee has acknowledged the he or she has been full instructed as to the operation and safety procedures of rental equipment. Never touch hot or moving parts.

***Lessee expressly agrees to abide by all temporary regulations issued by state, local or federal authorities relative to Covid 19, social distancing and mandatory face covering. Use of any equipment in a manner and/or conduct that runs contrary to any regulation is forbidden by Games Galore Party Rental and disavowed by and their insurers"**

Lessor: Games Galore Party Rental Inc.

By:  _____
Authorized Representative for Games Galore Party Rental Inc.

Date: _____

Lessee: _____

Date: _____

We are determined to provide the best service in the industry. It is the driver's responsibility to make sure the game is properly staked down and in reasonably clean condition. If you feel that the driver has not done a satisfactory job in setting up the game, please call us immediately (701-373-0104).

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Safety Rules

Adult supervision of all children is required at all times.

Read and follow the rules printed on the actual bounce house or game you are renting.

Only Games Galore Party rental staff may set up and take down your game unless authorized by Games Galore management.

Children in bounce house or game should be similar in age. Divide children by ages or general size and give each group their own time to bounce and jump in the bounce house or play on the game.

Children must remove shoes, jewelry and eyeglasses before entering bounce house or game.

Keep all sharp objects away from inflatable bounce houses and games.

Keep all pets away from bounce houses and games.

Keep all food, drinks and snacks away from bounce houses and games.

Stay out of bounce houses and games in strong wind or thunderstorms.

Bounce houses and games need to be deflated and not used in winds 20 MPH and higher.

Bounce houses and games need to be deflated during thunderstorms.

After unit is deflated, please use mat to cover blower during rain or thunderstorms.

If the inflatable is deflated accidentally (i.e. due to temporary power outage) have all children sit quickly and then exit orderly through the door or emergency roof ceiling release. You will have plenty of time to get everyone out safely. After all children are safely out and away from the inflatable, then fix the problem.

Keep all party toys such as Silly String and other toys away from bounce houses and games. Silly String (and similar products) destroys the fabric, it is prohibited around Games Galore Party Rental Inc. inflatables.

Sign here to signify that you have read and understand all the items listed and explained above.

Print Name: _____

Signature: _____

Date: _____

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Policies

All safety rules must be strictly adhered to at all times. Bouncers must be supervised by an adult at all times.

A deposit is required at the time of reservation. Balance payment is required prior to start of event. Games Galore accepts cash, check, VISA or Mastercard.

Reservations require a non-refundable deposit of 50%. You may cancel or reschedule a rental up to 14 days prior to event date and any payments made will transfer to the rescheduled date or be held as a "credit on file" for up to one year. If you cancel or reschedule within 14 days of the event date, there is a cancellation/rescheduling fee of 10% or \$25, whichever is greater.

In the event of heavy rain or high winds, the event may be postponed if it is determined at the start of the event. Any additional travel charges will be added to the balance payment taken at the start of the postponement date. Lessee is not required to pay the balance of the original contract and any additional travel charges until the service of the event is performed.

A large, level grassy area free of debris (rocks, sticks, sharp objects, animal wastes) and sprinkler systems, with a minimum height clearance of about 20', free of branches, power lines, etc. is required for set-up of bounce house or game. No refunds will be granted for impossible site set-up. If Lessee has a concern, please give us a call (701-373-0104) prior to event.

Bounce or game location must be within 100' of an electrical outlet with 15 amps free on the circuit. A generator can be provided at an additional charge.

Games Galore policy is to set up your event 30 minutes prior to start time. However, if acts beyond our control require an earlier or later set-up, you will be contacted at the emergency telephone number you have provided. If an earlier time is required, pick-up time will not change from original contract. If a later time is required, pick-up time will be changed to equal the time paid for in the contract.

A cleaning charge of \$100 will be imposed in the event of excessive cleaning due to improper use. Lessee agrees to the safe return of the unit. A fee of \$8500 per unit will be imposed if it is not returned. In the event of damage to the unit due to renter negligence, a repair fee of \$100 per hour plus materials will be imposed with a minimum charge of \$100.

Sign here to signify that you have read and understood all the items listed and explained above.

Event Name (name of school, corporation, etc.): _____

Print Name: _____

Signature: _____ Date: _____