

SANDCASTLE ENTERTAINMENT

"We Make It Fun"

John Polhemus

404 N. Hunts Meadow Rd. Whitefield, ME 04353

207-549-4085

Rental Policy and Conditions of Rental

- **Equipment Availability:** Equipment is rented on a first come, first serve basis. Receipt of a quote or price is **NOT** a guarantee of equipment. Once a decision is made concerning equipment, a rental invoice and rental policy will be sent to the renter. The invoice and rental policy must be signed and returned within one week of receipt for the equipment to be reserved. A deposit must be returned with the contract, if one is required. Specific modifications will be noted on invoice.
- **Rain:** Please have alternative plans in case of rain. We will contact you before your rental to discuss weather issues. We reserve the right to cancel your reservation due to inclement weather. You may also cancel your reservation prior to delivery. If a deposit was made it will be returned if canceled due to weather. Customer is **NOT** responsible for payment if reservation is cancelled prior to delivery.
- **Power Requirements:** Customer is responsible for power. Generally, we need (1) 20-amp circuit for EACH blower (other items cannot be plugged into the same circuit). We will specify how many 20-amp circuits will be required to run equipment. We furnish one 50' extension cord per unit rented. If unit must be placed further away it is the customer's responsibility to have additional extension cords. The unit(s) should never be further than 100' away from the source of power.
- **Payment:** Final payment is required when equipment is delivered.
- **Attendants:** Sandcastle does not supply attendants therefore you will need adult attendants for each piece of equipment rented. All attendants should be present for a safety briefing at the time of delivery. If attendants are not available, instructions will be given to the person in charge. Accidents on equipment generally come from two things: too many participants on unit and unit not kept secured. Attendants should monitor at all time the amount of children/adults on unit and that they are acting responsibly. Periodic checks should be made to ensure the equipment remains secure to ground. Rules for each piece of equipment rented are available upon request.
- **Damages:** Customer is responsible for all damages to unit. A \$75 cleaning fee will be charged if equipment is extremely dirty (excessive sand, leaves, or grass). Any repair that cost more than \$100 is the customer's responsibility.
- **Weather during Event:** If rain or wind becomes an issue during an event, unit(s) must be shut down until such weather passes. Blower should be put under cover. If the storm passes quickly you can re-inflate unit(s). Make sure unit(s) is dry before using, as they are very slippery when wet.
- **Dunk Tank Rules:** Renter of dunk tank must be an adult, 18 years or older. There must be an adult to supervise the dunk tank when being filled with water. Age limit of persons to be dunked is 18 years or older. Dunk tanks must be drained when not attended. Under no circumstances is a dunk tank to be filled the night before and/or left unattended when full.
- **Inflatable Guidelines:**
 - ✓ All inflatable(s) must remain plugged in while in use. If the unit(s) deflates, check to make sure the motor(s) is on and plugged in. Check the circuit breaker. Make sure nothing is blocking the air intake on the side of the motor. Check the rear tubes of the inflatable for tightness. If you still have trouble, please call us at either 207-549-4085, or cell 207-592-6206.
 - ✓ Keep age groups compatible: 5-6 kids under 6 years, 5 kids from 6- 9 years, 4 kids from 10-12, or 3-4 teens for bounces.
 - ✓ **NO SHOES, FOOD, DRINK, TOYS, SHARP OBJECTS, GUM, FACE PAINT, OR CONFETTI ALLOWED INSIDE ANY INFLATABLE! ABSOLUTELY NO SILLY STRING NEAR OR IN ANY INFLATABLE!**
 - ✓ Prescription glasses should be removed before entering any inflatable.
 - ✓ Flips, somersaults, and roughhousing are strictly forbidden.
 - ✓ Any child/adult in a cast should not be allowed in the inflatable(s) with other children.
 - ✓ Rules specific to each inflatable can be sent with the invoice and rental policy.

▪ **Waiver:**

HOLD HARMLESS PROVISION:

Lessee shall defend, indemnify and hold harmless Sandcastle Entertainment, its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Lessee, Lessee's employees and agent of Lessee or Lessee subcontractor. The indemnities included in this exhibit shall include reasonable attorneys fees paid by Sandcastle Entertainment in defending suit and actions involving liability covered by the indemnification provision in this paragraph.

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 Sandcastle Entertainment's negligence.

DISCLAIMER OF WARRANTIES:

Sandcastle Entertainment is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given and Lessee expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for the customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.

MERGER CLAUSE:

This signed Agreement in conjunction with the signed Rental Invoice contains the entire agreement between the Lessor, Sandcastle Entertainment, 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.

I AGREE THAT AN ADULT MUST ALWAYS BE PRESENT. I AGREE THAT THE SAFETY OF THE CHILDREN IS MY OBLIGATION AND RESPONSIBILITY.

I HAVE READ AND AGREED TO ALL OF THE ABOVE GUIDELINES AND RULES!

Signature: _____ **Date:** _____

Printed Name: _____

Mailing Address: _____

Date of Rental: _____

Equipment to be Rented: _____
