

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 before 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). Rental contract 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:** If Sandcastle is not supplying your attendants, 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 will be sent with invoice and rental policy.
- **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.
- **Customer Pick-up:** We allow customers to pick up under certain conditions. Equipment must be picked up and dropped off during agreed upon times. Equipment must be returned in the condition that it was received. Customer must make all attempts to roll equipment as closely to original size as possible.
- **Cleaning/Rolling Charge:** All units are required to be dry before returned. A service charge of \$25-\$50 will be charged for each unit that is returned wet, extremely dirty, or incorrectly rolled. Unit(s) must be movable by us when returned.
- **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 is strictly forbidden.
- ✓ Any child/adult in a cast should not be allowed in the inflatable(s) with other children.
- ✓ Rules specific to each inflatable will be sent with the invoice and rental policy.

▪ **Waiver:**

HOLD HARMLESS PROVISION:

Lessee agrees to indemnify and hold Sandcastle Entertainment of 404 N. Hunts Meadow Rd., Whitefield, Maine, their officers, agents, and employees 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 Sandcastle Entertainment equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

Lessee hereby releases and holds harmless Sandcastle Entertainment, their officers, agents, and employees from injuries or damages incurred as a result of the use of said equipment unless Sandcastle Entertainment is operating the equipment and is deemed by a court of law to be negligent in its actions. Sandcastle Entertainment, their officers, agents, and employees 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. Lessee also agrees to indemnify and hold harmless Sandcastle Entertainment from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

DUTY TO MITIGATE:

In the event of injury, damage or loss due to Sandcastle Entertainment'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 Sandcastle Entertainment's negligence.

DISCLAIMER OF WARRANTIES:

Sandcastle Entertainment, their officers, agents, and employees makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Sandcastle Entertainment.

By signing this contract, Lessee agrees that any warranty of merchantability or fitness for 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. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

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/RULES!

Signature: _____ **Date:** _____

Printed Name: _____

Mailing Address: _____

Date of Rental: _____

Equipment to be Rented: _____
