

## **CORTLAND PARTY CO., LLC RENTAL CONTRACT**

### **SECTION I: GENERAL PROVISIONS**

#### **Operation**

1. I / We (print names) \_\_\_\_\_ warrant and guarantee that I / We have the right of the owner of the property to use same for the equipment I have rented from Cortland Party Co., LLC.
2. I / We agree to provide a safe environment for the use of all items being rented and any attendant equipment by ensuring continuous supervision by competent adults. I / We agree to take full responsibility to follow the "rules of use" operation instructions and setup requirements, and take all precautions to protect the equipment from damage and misuse, and to protect any anticipated user of any rented equipment or any person that may reasonably be in the immediate area of the rented equipment while in use.
3. I / We understand we may designate responsible attendants or operators provided that the following conditions are met:
  - (1) Sufficient attendants must be present for all equipment and attractions.
  - (2) attendants must be 18 years or older;
  - (3) attendants must thoroughly understand the proper operation of the equipment, agree to the rules of use, and know its specific inherent hazards;
  - (4) attendants must be under direct supervision of renter or renting organizations' authorized agents, and have immediate access to them;
  - (5) attendant must have command presence necessary to maintain order of their responsible area;
  - (6) attendants may only operate or supervise one piece of equipment at a time;
  - (7) attendants must not be under the influence of any drugs or alcohol.

I / We acknowledge that the designation of such attendants does not transfer liability.

#### **Terms of Rental**

4. I / We understand and acknowledge that the activity to be engaged in through the rental of an inflatable ride, interactive amusement device, dunk tank, carnival style games, activity equipment and/or any other items being rented, brings with it both known and unanticipated risks to myself, my guests, and to my invitees. Those risks include, but are not limited to falling, slipping, crashing, colliding, burning, cutting, broken bones, and could result in injuries to eyes, nose, mouth, or limbs, illness, disease, emotional distress, death and/or property damage to myself and/or my guest and invitees.
5. I / We agree to hold harmless and indemnify Cortland Party Co., LLC and their agents and representatives for damages or injury to persons and property resulting from the use and rental of equipment provided by Cortland Party Co., LLC. In the event Cortland Party Co., LLC should institute suit in court in connection with any disputed matter relative to this contract, or in the event a suit is brought against Cortland Party Co., LLC, arising out the use and rental of any equipment provided pursuant to this contract by Cortland Party Co., LLC, I / We shall be liable for all attorney fees and costs Cortland Party Co., LLC may reasonably incur.
6. I / We agree to have in effect a policy of liability insurance, which by its nature will afford coverage for the ongoing activities, equipment, or any other item provided by Cortland Party Co., LLC for any known or unanticipated injury or damage that may occur to any person or property.
7. I / We agree that in the event of an accident, we will cease operations immediately and contact Cortland Party Co., LLC promptly after any necessary emergency action is taken.
8. I / We understand that although Cortland Party Co., LLC carries a general liability insurance policy, I / We should in no way rely upon said insurance to provide any coverage for any accident or injury caused by the use of any Cortland Party Co., LLC rented equipment.
9. Cortland Party Co., LLC does not guarantee any equipment to be free of cosmetic, manufacturer's, nor other defect that may affect the safety or operation of the equipment.
10. I / We acknowledge that in the event any rental equipment is damaged or destroyed, I / We are liable for its repair or replacement cost.

#### **Payment and Cancellation Policy**

11. In order to hold a reservation, a deposit of 50% is required within 10 days of reservation. The balance is due upon delivery.
12. I / We agree to provide at least five days' notice to Cortland Party Co., LLC in the event of a cancellation of the planned activities. Failure to notify Cortland Party Co., LLC of cancellation may result in forfeiture of deposit.
13. In the event of rain and/or strong winds such that the equipment cannot be safely used, I / We may cancel delivery without penalty. For inclement weather cancellations, the deposit will either be returned or credited to a newly scheduled date, provided the desired equipment and dates are available.
14. Cortland Party Co., LLC retains the right at its discretion to not leave all or certain equipment at my / our premises due to space constraints, ground conditions, unsafe location or condition, inclement weather forecast, or any other reason which Cortland Party Co., LLC has the sole right to ascertain. In the event that Cortland Party Co., LLC refuses delivery for any reason, Cortland Party Co., LLC will not be held liable for any damages.

#### **Setup Requirements – General**

1. Renter is responsible to ensure that sufficient grounded electrical outlets are available within 100 feet of each piece of equipment as applicable. Equipment may only be powered by extension cords provided by Cortland Party Co., LLC. In the event of electrical failure, or unavailability of suitable power, no refunds or credits will be adjusted by Cortland Party Co., LLC. Cortland Party Co., LLC has generators available at an additional charge if electrical availability is a concern.
2. If at Cortland Party Co., LLC's sole discretion no suitable location can be found for any equipment, as outline herein, the equipment will not be used and there will be no refund.
3. I / We agree that if any provision of the user instructions or rules set forth herein by Cortland Party Co., LLC are not followed, the equipment, inflatable unit, attraction, concession equipment, dunk tank, game, or any other equipment provided by Cortland Party Co., LLC shall be rental shall be terminated absent refund.

4. I / We acknowledge that landscaping, yards, decorative lawn fixtures, or other related items may be damaged as a result of the use of any equipment Cortland Party Co., LLC provides pursuant to this contract.

**SECTION II: INFLATABLE UNITS & ATTRACTIONS**

In addition to all rules and provisions set forth hereabove, the following applies specifically to inflatable units and attractions.

**Set-up Requirements / Inflatable and Attractions**

- 1. Inflatable devices must be set up over a smooth, flat surface. The area must be clear of rocks, debris, animal waste, and other objects which may interfere with the use of or damage Cortland Party Co., LLC equipment. The unit must have a minimum clearance of 5 feet on all sides at all times. Contact Cortland Party Col, LLC for overall dimensions of specific units.
- 2. In the event that equipment must be placed on hard surfaces such as concrete, blacktop, or a gymnasium floor, Cortland Party Co., LLC must be notified in advance . This is to ensure proper availability of weights, surface padding and overall suitability. Additional charges may apply.
- 3. Equipment must be anchored prior to use. Anchors may not be moved or adjusted by anyone other than Cortland Party Co., LLC personnel. Equipment shall not be relocated during the activities unless prior notice is given to Cortland Party Co., LLC and its representatives are afforded an opportunity to move the equipment as deemed necessary and feasible.
- 4. Renter agrees to provide sufficient night lighting in the event the activities are held or continue into the evening hours. Set up time is approximately one half-hour prior to the time booked.
- 5. Cortland Party Co., LLC has sole discretion to ascertain whether location for the set-up is proper. If Cortland Party Col, LLC at their sole discretion ascertains that there is no safe nor proper location, nor proper operation, the item will not be used. There will be no refund.

**Additional Rules of Use / Inflatable Units**

- 1. An attendant 18 years of age or older is required at all times. Do not operate any equipment without a responsible attendant.
- 2. Attendants must read and understand all operation manuals and user instructions.
- 3. All users must be of similar size and strength. Follow bounce capacities posted with each unit. Inflatable slide, obstacle courses and similar large attractions are monitored by Cortland Party Co., LLC staff. Users must follow instructions of Cortland Party Co., LLC.
- 4. All users must be physically able to participate in activities without assistance. Adults may not "carry" or otherwise assist toddlers or infants up climbing surfaces.
- 5. Remove shoes before entering.
- 6. Remove eyeglasses, contact lenses and any sharp objects. No necklaces, beads, pins, buckles, or jewelry.
- 7. No flips are allowed.
- 8. Do not climb netting or other containment surfaces.
- 9. Wrestling or horseplay is prohibited.
- 10. Do not allow all users to run in the same direction to avoid tipping the bounce.
- 11. Do not allow users to come into contact with each other.
- 12. No face paints allowed in/on inflatables.
- 13. No use of fireworks or silly string on or around inflatables. (Silly string will melt the vinyl and cause serious damage).
- 14. Persons who are physically impaired, injured, wearing casts, have heart conditions or are pregnant should not use inflatable amusements.

**Additional Rules of Use / Dunk Tank**

- 1. An operator 18 years of age or older must be present at all times. Do not operate without a responsible operator present.
- 2. Attendants must read and understand all operation manuals and user instructions.
- 3. Tank must be filled to within 4" of the top of the tank.
- 4. Dunkee must be a physically fit person over 50" tall.
- 5. Non-swimmers or persons with fear of water shall not serve as Dunkees.
- 6. Operator must assure that no one touches the triggering mechanism or play behind or around unit.
- 7. Dunkee should be seated as far forward as possible with hands on lap at all times.
- 8. Dunkee should wear athletic shoes to prevent slipping when entering and exiting dunk tank.
- 9. Do not allow any person to hold or throw the ball at the dunk tank target before the Dunkee is in position and has acknowledged he or she is ready to proceed. Failure to follow this procedure may result in serious injury or death.

**ACKNOWLEDGMENT AND AGREEMENT**

I / We, \_\_\_\_\_, hereby acknowledge that we have read and fully understand Cortland Party Co., LLC's rental contract; that we will abide by all its terms and conditions; and that we have read and understood all user instructions provided by Cortland Party Co., LLC. We fully understand the potential for unanticipated danger associated with use of any and all equipment provided by Cortland Party Co., LLC.

**I / We have read and understand, and agree to abide by, all of the terms of this contract.**

\_\_\_\_\_  
Name of Renter Organization

Date: \_\_\_\_\_  
Signature of Renter

Date: \_\_\_\_\_  
Signature of Renter

Date: \_\_\_\_\_  
Cortland Party Co., LLC