

TERMS AND CONDITIONS/WARRANTY

1. **EQUIPMENT, RENT & TERMS OF RENTAL AGREEMENT:** The undersigned, as Lessee, hires from Castle Capers as Lessor, one Unit, identified above.
2. **DELIVERY:** To the street address specified above by Lessee (Customer). Lessee grants right to enter the property at the said address ("Delivery Address") for the delivery and subsequent pick up of the unit at the specified time.
3. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the unit with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the unit is not returned at the appointed time by Lessee to Lessor then \$50.00 Transportation Fee shall be automatically imposed.
4. **GENERAL RULES TO FOLLOW DURING USE OF THE UNIT:**
 - a) Only Children are permitted use of the inflatable, Adults are strictly not allowed to use the inflatable.
 - b) Only compatible groups and size of children shall play on the unit at the same time.
 - c) All riders **MUST REMOVE SHOES** before playing in the Unit.
 - d) To avoid neck and back injuries **FLIPS ARE NOT ALLOWED**.
 - e) **CHILDRENS' SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED AS THE LESSEE OF THE CASTLE CAPERS UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.** By signing this agreement, you state that you have received and will follow the **SAFETY RULES** sent out with your booking confirmation.
 - f) Absolutely no "SILLY STRING", GUM CANDY, FOOD or other sticky substances are allowed in the Unit. If upon pick up such cleaning is required, then a \$100.00 cleaning fee shall be automatically imposed.
 - g) **DO NOT REMOVE THE CASTLE CAPERS UNIT** from the place where it was installed. If the unit moves, pull the corner back to the original location of installation. **CAUTION: KEEP AWAY FROM SWIMMING POOLS.**
5. **SPECIAL INSTRUCTIONS:** The unit's equipment is reliable. Should the unit begin to deflate: (1) The motor may have stopped, in which case, check the cord connection at the outlet near the motor and check both tubes at the back of the unit for snugness: re-tie if necessary. (2) If you cannot correct the problem call 0417 479 630
6. **SAFE OPERATION ACKNOWLEDGEMENT:** Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the unit that is the subject of this rental agreement. Lessee agrees to observe all safety precautions. Lessee also represents and warrants the safe return of the unit and hereby agrees to pay the full price on the hire items if it is not returned.
7. **MAINTENANCE:** Lessee agrees to keep the unit in the same condition as when received, ordinary wear expected.
8. **ALTERATIONS AND ATTACHMENTS:** No alteration in or attachments to the unit will be made without prior written approval of Lessor.
9. **WARRANTY:** Lessor warrants that the unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The unit is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the 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 of the use or performance of the unit.
10. **TITLE TO:** Lessee agrees to keep the Castle Capers Unit in his/her custody not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such unit. The unit will remain the property of the Lessor and may be removed by the Lessor at any time after the termination of this Rental Agreement.
11. **RELEASE OF LIABILITY:** The Lessee shall be in charge of the unit's operation and is fully responsible for the operation as well as return of the Castle Capers unit in good working order. Lessor and its officers, employees and agents is/are not responsible for injury occurring to the lessee or any other persons using the unit, and the lessee further agrees to hold the lessor and its officers, employees and agents free and harmless against any injury or claims. The Lessee shall indemnify the Lessor and its officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney's fees and related costs involving the use and return of the unit, should legal action become necessary.
12. **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 unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by the Lessee.
13. **RAIN POLICY:** During periods of severe weather conditions (i.e. rain, high winds, etc), we reserve the right to cancel your reservations. If conditions are not too severe, we will give you the option of keeping it or not. If you decide to keep the unit for the term of this Rental Agreement, there will be no refunds!
14. **OVERNIGHT HIRES:** The Lessee must turn off blower and deflate castle once finished using the castle for the night and must be supervised by someone over the age of 18 years old. Also needs to be in a well-lit area.

LESSOR: By _____
(Authorised Representative for Castle Capers)

By my signature. I accept the terms of this RENTAL AGREEMENT. I also hereby that I heard verbally and understand the supervision and rules required.

Signature NAME..... DATE.....