

BOUNCE A LOT PARTY & MUSIC RENTALS INC.
LEASE CONTRACT AND INDEMNITY AGREEMENT

By this agreement **BOUNCE A LOT PARTY & MUSIC RENTALS INC.** referred to in this Lease as Lessor, located at 952 River Rd, Selkirk N.Y. 12158 Leases to

_____ referred to in this Lease as Lessee, located at:

(Delivery address if different) _____ the following equipment, identified on the addendums indicated below, on the following terms and conditions:

Bounce Ride ____ **Tent** ____ **Table** ____ **Chairs** ____ **Generator** ____ **Game** ____ **Food** ____ **GFCI** ____

The initial term of the Lease is from _____ to _____

The rental rate for the initial term, it is due and payable in advance, and stated below:

Rental Fee \$ _____ Delivery \$ _____ NYS Tax \$ _____ Less Deposit \$ _____ Total Due \$ _____

Lessee shall be entitled to the right to the use, operation, possession and control of the Leased property during the Lease term, provided the Lessee is not in default of any provision of the Lease. Lessee shall employ and have control, supervision and responsibility over any operators or users of the property, other than Lessor, its employees, agents or servants and subject to the rights of Lessor set forth in this agreement and the ____ attached addendum(s). Lessee further agrees to provide Lessor with entry and access to any facility where the Leased property is located for the purposes of providing inspection, regular service and repair. In the event any equipment shall become disabled, Lessee shall immediately advise Lessor of the disability, specify where the equipment is located, the nature of the disability and any known cause.

Lessee agrees to exercise control and supervision of the operation in use of the Leased property, and has the duty not to permit any Leased property to be operated in violation of any applicable federal, state or local statute or law relating to the possession, use or maintenance of the property. Lessee agrees to pay for all expenses of operating the Leased property, including electric bills, permit fees, taxes, insurance premiums and all other charges associated with the operation of the Leased property.

If any property under this Lease is damaged, lost, stolen or destroyed or if any person is injured as a result of the Leased property's operation, use, maintenance or possession, Lessee shall promptly notify Lessor of the occurrence and shall file all necessary accident reports including those required by law and those required by interested insurance companies, Lessee also agrees to reimburse Lessor in full for all damage arising from any abuse, misuse or negligent act by Lessee, its employees, agents, guests, invites, attendees or trespassers.

Lessee agrees to return the property to Lessor in good repair, conditioning and working order, less normal wear and depreciation, unless Lessee has paid Lessor in cash is stipulated lost value of each such item(s) of property, \$ _____, or the reasonable cost of repair, and any damages sustained by Lessor for the loss of use of the Leased property while same is being repaired.

Lessee agrees to indemnify, defend and hold harmless Lessor, its agents, employees and any person or entity in privity therewith, from all claims, loss or damage Lessor may sustain as result of damage to any Leased property by any cause. Lessee acknowledges that persons may sustain injuries using the Leased property, and Lessee assumes all risk and liability for the loss or damage to the Leased property, for the injury to any person or property of another, and for all other risks and liabilities arising from

Initial ____

the use, operation, condition, delivery, return, possession, or storage of the Leased property. Lessee's duty to indemnify Lessor includes its duty to reimburse Lessor for all expenses, losses, liabilities, fines, penalties and claims of every type, including reasonable attorneys fees, imposed on or incurred by Lessor as a result of any of the above referenced contingencies taking place.

If any default of this Lease should occur, Lessor shall have the right to exercise the following remedies: 1) to terminate the Lease and Lessee's rights under this Lease, 2) to repossess the property without legal process, 3) sue for any relief or damages to which Lessor is entitled, at law or in equity. If Lessor places all or any part of Lessor's claim against Lessee in the hands of an attorney for collection, Lessee shall pay Lessor a reasonable attorneys fee.

No agreements, representations or warranties other than those set forth in this Lease shall be binding on any of the parties unless set forth in writing and signed by both parties. If one or more of the provisions of this Lease is held invalid, unenforceable or illegal in any respect, the remainder of the Lease shall remain valid and in full force and effect.

Lessee agrees to any checks returned to insufficient funds for nonpayment will be subject to a \$35 returned check fee.

Safe operation acknowledgment: the Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the equipment being Leased. Lessee agrees to observe all safety precautions.

The safety of those using the Leased equipment depends upon you. Your personal supervision is absolutely required. As Lessee of this equipment, the safety of all involved is your responsibility. It is agreed that anyone under the influence of drugs or alcohol not be allowed on or near the Leased equipment. It is also agreed upon the Leased equipment is not designated or intended to be used for wrestling / roughhousing and will only be used in a mature and responsible manner. To avoid back and neck injuries flips are not allowed. The Lessee is fully responsible for any problems or injuries that may occur due to the circumstances.

I've read this contract, including the addendum(s) and the release and indemnity agreement section and agreed to its terms.

Date _____

LESSOR

LESSEE

Bounce Alot Party & Music Rentals Inc

By: _____

Signature

Print Name

Title

Company or Organization

**IF YOU HAVE ANY QUESTIONS OR CONCERNS WE CAN BE REACHED AT:
518-767-2222 OR BY CELL AT 518-598-3081**

BOUNCE A LOT PARTY & MUSIC RENTALS INC. 952 River Rd, Selkirk N.Y. 12158