

KIDS ZONE ENTERTAINMENT LLC RENTAL AGREEMENT



- 1) This soft play equipment has been received in good condition and will be returned in the same condition.
- 2) Customer agrees to allow **KIDS ZONE ENTERTAINMENT LLC** the right to enter premises of customer at any time to repossess said soft play equipment.
- 3) Customer agrees to reimburse **KIDS ZONE ENTERTAINMENT LLC** for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by **KIDS ZONE ENTERTAINMENT LLC** to enforce collection or to preserve or enforce rights under this contract.
- 4) Customer agrees not to loan, sublet or otherwise depose of soft play equipment or use it at any other location.
- 5) Customer agrees to pay in full the replacement cost, including labor, for all damages to soft play equipment.
- 6) If the soft play equipment is lost, stolen, or damaged beyond repair, the renter agrees to pay up to \$6000.00(Six thousand dollars and 0 cents)
- 7) Customer agrees to ensure that all users (and users' guardians) read ALL rules and terms and agreement.
- 8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Soft Play Equipment from **KIDS ZONE ENTERTAINMENT LLC** will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the soft play equipment and will pay for any loss or damages that may occur.
- 9) Lessee understands and acknowledges that soft play entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Lessee agrees to indemnify and hold **KIDS ZONE ENTERTAINMENT LLC** harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless **KIDS ZONE ENTERTAINMENT LLC** from injuries or damages incurred as a result of the use of the soft play equipment. **KIDS ZONE ENTERTAINMENT LLC** cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless **KIDS ZONE ENTERTAINMENT LLC** from any loss, damage, theft or destruction of the soft play equipment during the term of the rental and any extensions thereof.

Participant's Signature X _____ Date X _____

Participant's Printed Name X _____

RULES – Soft Play Area

KIDS ZONE ENTERTAINMENT LLC

It is the responsibility of the person/s or organization hiring **KIDS ZONE ENTERTAINMENT LLC** to ensure that all possible precautions are taken to avoid injury to people or damage to the soft play equipment. Please ensure the following safety instructions are followed:

- 1) No food, drink or chewing gum on or around the soft play area. This will avoid any accidental risks and keep the equipment clean. (Please note if the equipment is collected in a dirty condition then the person hiring it will incur a cleaning charge)
- 2) All shoes, jewelry, loose objects in pockets, and badges **MUST** be removed before entering the soft play area to avoid injury to peoples using the equipment and harm to the equipment
- 3) **NO** face paints, party poppers, colored streamers or **SILLY STRING** to be used either on or near the soft play area. (Please note these products will cause damage to the equipment that cannot be repaired)
- 4) **KIDS ZONE ENTERTAINMENT LLC** is not responsible for striking or damaging any underground utility lines/devices (included but not limited to: electrical, plumbing, sprinkler, etc.). It is lessee's responsibility to tell **KIDS ZONE ENTERTAINMENT LLC** where equipment is to be set up and have any underground utility lines marked prior too.
- 5) Climbing, hanging or sitting on safety gates is dangerous and **must not be allowed**.
- 6) A responsible Adult must supervise the soft play equipment, at all times.
- 7) Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 8) No pets, toys (other than soft balls) or sharp instruments in the soft play area at any time.

X _____ SIGN HERE AFTER READING RULES

TERMS AND CONDITIONS

Deposit/Reservation

At time of booking, a 50% deposit will be required to secure your requested date.

Remaining Balance, Delivery Fee and \$100 Incidental fee MUST BE PAID 1 WEEK Before Event!

Incidental Fee will be refunded back to your card on file upon successful inspection of the equipment at pick up.. Failure to pay remaining balance and fees will result in cancellation of your party and deposit will be forfeited.

Cancellations

Should you need to cancel your reservation, please be sure to call us as soon as possible at **216-408-3377**

If you shall cancel your event for any reason you will receive a rain check and you will have up to 1 year from your cancelled event to reschedule your party.

WE DO NOT OFFER REFUNDS !

Weather Conditions

If you are hosting an outdoor event you assume all weather-related risks. However, if it should rain, **KIDS ZONE ENTERTAINMENT LLC**

Will Give You A Rain Check & You Can Reschedule Up To 1 Year From Cancellation Date Upon Availability on our schedule.

*Once **KIDS ZONE ENTERTAINMENT LLC** is set up a rain check WILL NOT be issued.

Set Up/Take Down/Delivery

Set up/ Take down are included in your package price. Renter is responsible for clearing all areas needed for equipment and must be present at the time of delivery and pick up. Delivery 6 miles outside of **KIDS ZONE ENTERTAINMENT LLC** 16005 Chagrin Blvd, Shaker Heights Oh 44120 is subject to a delivery fee of \$2 per mile

Equipment Cleaning Care

To reduce the number of germs and therefore the spread of disease or illness we ask that you immediately disinfect any equipment that has come in contact with the following situations: Leaked soiled diapers, vomit, blood, or mucous. A disinfectant will be provided by KIDS ZONE ENTERTAINMENT LLC to ensure proper sterilization that is safe for all, including the equipment.

X _____ SIGN HERE