

# BOUNCY CASTLE HIRE AGREEMENT & GUIDELINES



HIRE PERIOD Pick up date: Return date:

## **CONDITIONS OF USE:**

## TERMS OF RENTAL AGREEMENT & EQUIPMENT HIRE

As signed, the lessee hires from Shire of Westonia as lessor, one or two units (Bouncy Castles).

#### **DELIVERY**

The lessor, grant the lessee the right to enter property specified above, for the delivery and pick up of the unit hired at the specified time.

## **TRANSPORTATION**

- Shire of Westonia do not deliver unless otherwise arranged.
- Arrange dates & times with the Shire on 9046 7063 prior to pick up. This is to ensure there is Works staff available to assist with pick up and drop off. Equipment is extremely heavy and requires a forklift to lift on and off vehicle/trailer.

 Ensure that you have a vehicle/trailer with a tray large enough to carry 1 or 2 large pallet/s and that you have a secure box/area to hold motors and cords (to avoid any damage to equipment). Unit must be secured with tie down straps adhering to latest WA road regulations.

# GENERAL RULES TO FOLLOW DURING USE OF UNIT

- Only compatible groups & sizes of people shall play on the unit at any one time.
- All participants MUST REMOVE SHOES before entering unit.
- To avoid injuries to back and neck, FLIPS ARE NOT ALLOWED.
- YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED AT ALL TIMES. Children's safety depends on you. As the lessee of the Shire of Westonia, the safety of all riders is your responsibility.
- Absolutely 'No Silly String, Gum, Candy, Food and Drink' or any other sticky substances are allowed in the unit.
- DO NOT MOVE the Shire of Westonia Unit from the place it was installed. If the unit moves pull the corner back to the place of original installation. Keep the unit away from swimming pools, fireworks and bonfires. Ash damage and filth will be paid for by the lessee.

#### IMPORTANT INSTRUCTIONS

All units and equipment are very reliable. Should the unit in any case start to deflate, the motor may have stopped. In this case the connection at the outlet near the motor, to ensure connection is snug. If necessary re connect. In the event of power failure, EVACUATE THE UNIT IMMEDIATLEY. If problem cannot be corrected, please do not use the unit (Contact the shire during office hours to inform).

## SAFETY OPERATION ACKNOWLEDGMENT

Lessee represents and warrants the safe return of the unit and hereby agrees to pay the full price on the hired items, if not returned or damaged. The lessee acknowledges that he/she has been instructed about and fully understands the safe operations of the unit that is subject of this rental agreement.

#### MAINTENANCE

Lessee agrees to keep the unit in the same condition as when received, ordinary wear is expected. Any castles that exceed general cleaning standards will be paid for by the Lessee. No bonfires or fireworks near the unit. Ash and fire damage and cleaning will be paid for by customer.

#### **RENTAL AGREEMENT:**

#### ALTERATIONS AND ATTACHMENTS

No alterations will be made to the unit without prior written approval of Lessor.

#### WARRANTY

Lessor warrants that the unit leased under this Rental Agreement will be in good working condition on the order on the effective dates 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 and 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 warranty's 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 the connection with the use or performance of the unit.

#### TITLE TO

Lessee agrees to keep the Shire of Westonia Unit in his/her custody not to sublease, rent, sell or remove from the delivery address or otherwise transfer such unit. The unit will remain the property of the Lessor and may be removed by Lessor any time after the termination of the rental agreement.

#### RELEASE OF LIABILITY

The Lessee shall be in charge of the unit's operation and is fully responsible for its operation as well as return of the Shire of Westonia 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 person 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 and against any costs incurred due to the claims from anyone and for attorney's fees and related costs involving the use and return of the unit, should legal action become necessary.

#### 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 subject of the rental agreement is in good working order and repair and this is so acknowledged by Lessee.

## **RAIN POLICY**

During periods of service weather conditions, (ie: rain, high winds), we reserve the right to cancel your reservations. If conditions are not to severe we will give you the option of keeping the booking or not. If you decide to keep the unit for the term of this rental agreement, there will be no refunds! If, before the delivery of the unit, you wish to cancel the Unit due to adverse weather conditions, the deposit is fully refundable. Any injuries and damages which may occur during this time, will be the responsibility of the Lessee. The Unit is always secured to the best of Shire of Westonia's ability, considering weather conditions, which may arise suddenly that we were unaware of. It is the Lessee's responsibility to keep an eye on weather conditions as they change throughout the time of the hire. Switch the unit off if weather conditions change.

THIS BOUNCY CASTLE HAS BEEN SET UP, CHECKED SECURED BY; LESSOR SIGANTURE (Representative for Shire of Westonia):			
LESSEE NAME:		LESSEE SIGNATURE:	
By my signature I accept the term of the rental Agreement. I also herby agree that I heard verbally and understand the supervision and rules required.			