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**SuperGames**

Activities • Events • Atmospheres

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## Rental Agreement

Renter: \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

### 1. Equipment, Rent & Terms of Rental Agreement:

The undersigned, as user, hires from Direct Instructional Supports Systems INC as owner, equipment listed below. The rental fees as stated below is payable in advance from the time of commencement, start time to end time.

### 2. Delivery:

To the street address specified address above. Renter grants owner right to enter the property at the said address (delivery address) for the delivery and subsequent pick up of the SuperGames' unit at the arranged time.

### 3. General Rules to Follow During Use of the SuperGames Unit:

- Lessee agrees to supervise both the equipment and its use at all time said equipment is in the possession of lessee.
- Customer must read and sign accompanying safety form.
- Absolutely no "silly string," gum, candy, food or other sticky substance are allowed in the SuperGames' unit. If upon pickup, such cleaning is required then a \$75 cleaning fee shall be automatically imposed. Initials \_\_\_\_\_

### 4. Special Instructions:

The SuperGames' unit is reliable. Should the unit begin to deflate in which case the blower has stopped: (1) the blower may have come unplugged from the extension cord (2) the extension cord came unplugged from the outlet (3) a breaker tripped in your electrical panel turn blower off and unplug before resetting breaker.

### 5. Safe Operating Acknowledgement:

User acknowledges that he/she has read and been instructed about and fully understands the safe operation of the SuperGames' unit that is the subject of this rental agreement. User also represents and warrants the safe return of the unit and hereby agrees to pay up to \$15,000.00 of the value of the unit, if it is not returned in original condition.

### 6. Maintenance:

User agrees to keep the SuperGames' unit in the same condition as when received, ordinary wear is expected.

### 7. Alterations and Attachments:

No alterations or attachments may be made to the SuperGames' unit with prior approval of the owner.

### 8. Title to SuperGames:

User agrees to keep the SuperGames' unit in his/her custody and not to sublease, rent, sell, remove from delivery address, or otherwise transfer such SuperGames' unit. The SuperGames' unit will remain on the property of the user and may be removed by the owner at any time after the termination of the rental agreement.

### 9. Assumption of Risks:

The lessee understands and acknowledges that the activity to be engaged in through rental of interactive amusement game(s) and/or other amusement equipment such as jump houses, moonwalks brings with it both known and unanticipated risks to its guests, invitees and itself. Those risks include, but are not limited to falling, slipping, crashing and colliding which could result in injury, illness, disease, emotional distress, death and/or property damage to lessee, guests or invitees.

### 10. Liability Release

The lessee voluntarily releases, indemnifies and agrees to hold harmless and discharge DISS, INC dba SuperGames (hereinafter collectively referred to as "DISS"), from any and all liability, claims, demand actions or rights of actions, whether personal to itself or to a third party which are related to, arise out of or are in any way connected with the rental of the interactive inflatable unit including those allegedly attributable to negligent acts or omissions. The lessee agrees to reimburse and reasonable attorney's fees and costs that may be incurred by DISS in the defense of any such liability claim, demand, action or cause of action.

In the event that the lessee files a cause of action against DISS the lessee agrees to do so solely in the state of Ohio, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Lessee acknowledges and represents that it had adequate homeowner's insurance, tenant' insurance, or OTHER liability insurance to cover any bodily injury or property damage which might occur to itself or its guests from the use of the unit being rented or else lessee agrees to bear the costs of defense and liability of any such injury or damage itself

Rented Items: \_\_\_\_\_ Quoted Cost: \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Date: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_