



### Proof of Delivery & Conditions:

**Company Name:**

**Date of Birth:**

Driver Lic#:

**Delivery Team:**

**DROP OFF TIME:**

**Balance Due For Rental Equipment:**

**ACCESSORIES:**

\_\_\_\_\_ extension cord(s) \_\_\_\_\_ air blower(s) \_\_\_\_\_ stake(s) \_\_\_\_\_ sand bag(s) \_\_\_\_\_ water hose(s) \_\_\_\_\_ scoop(s) \_\_\_\_\_ sno-cone pump(s)  
 \_\_\_\_\_ ring(s) \_\_\_\_\_ disc(s) \_\_\_\_\_ basketball(s) \_\_\_\_\_ football(s) \_\_\_\_\_ frisbee(s) \_\_\_\_\_ bean bag(s) \_\_\_\_\_ container(s) \_\_\_\_\_ dart(s)  
 \_\_\_\_\_ rubber duck(s) \_\_\_\_\_ ping pong ball(s) \_\_\_\_\_ crossbow(s) \_\_\_\_\_ club(s) \_\_\_\_\_ golfball(s) \_\_\_\_\_ baseball(s) \_\_\_\_\_ wiffle ball(s)  
 misc mis misc misc misc

**Notes at Pick Up:**

The Lessee shall be in charge of all rental items and fully responsible for any damage or theft to AFE's Equipment. If damage is incurred while the equipment is in the possession of the Lessee or at the location as directed by Lessee, even if an operator from AFE is on site.

LESSEE SHALL BE FULLY RESPONSIBLE FOR THE SAFE USE AND OPERATION OF THE PROPERTY LEASED HEREIN AND PROMISES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, INCLUDING ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES, AND LIABILITIES ARISING, OR WHICH MAY ARISE, FROM THE USE AND OPERATION OF THE PROPERTY LEASED HEREIN.

☐ Lessee acknowledges additional terms and conditions are listed on the back of this document.  
☐ Lessee acknowledges that Lessee received cleaning instructions, operating procedures and safety instructions.  
☐ Lessee acknowledges and agrees to all terms and conditions outlined on [www.ColumbusParties.com](http://www.ColumbusParties.com).  
☐ Lessee grants permission for AFE to charge the credit card on file for any additional time, damages, cleaning charges, missing items and miscellaneous cost associated within the rental agreement and terms listed on AFE's website.  
☐ Lessee has inspected all equipment and agrees it is in acceptable and workable condition.  
☐ Lessee agrees to be onsite and attentive at time of pick up at AFE's convenience; if Lessee is not, AFE will inspect equipment and all findings are final.

**IF THE EQUIPMENT IS NOT CLEANED PRIOR TO ARRIVAL FOR PICK UP, THERE WILL BE A SIGNIFICANT CLEANING CHARGE. IF AFE DOES NOT HAVE IMMEDIATE, EASY AND SAFE ACCESS TO THE EQUIPMENT FOR PICK UP, LESSEE WILL BE CHARGED A WAITING FEE AND ADDITIONAL RENTAL TIME.**

OHIO LAW REQUIRES ADULT SUPERVISION AT ALL TIMES WITH ALL AMUSEMENT ATTRACTIONS  
LESSEE MUST SHUT ATTRACTION DOWN IMMEDIATELY IF ADULT SUPERVISION IS NOT AVAILABLE  
 Section 1711.551 of the Revised Code requires that riders must obey all warnings and directions regarding the ride and behave in a manner that will not cause or contribute to injury to themselves or others. Failure to comply is a misdemeanor.  
 Water Inflatables require a certified lifeguard and is recommended on all water attraction that AFE provides  
 LESSEE is responsible for any damages that their guests may cause, even if AFE has an operator onsite  
 If AFE uses stakes to secure an item, AFE is not responsible for any damages they may cause, Lessee accepts full responsibility  
 LESSEE will shut down, take down, protect and discontinue using items in heavy winds, storms and other inclement weather

**RATE MY SERVICE TODAY: 1-10 \_\_\_\_\_ RATE MY PROFESSIONALISM: 1-10 \_\_\_\_\_ RATE OVERALL COMPANY EXPERIENCE: 1-10 \_\_\_\_\_**  
1 = Not Awesome. 5 = Cool. 10 = Awesome

DATE \_\_\_\_\_

LESSEE WAS AVAILABLE ON DROP OFF?

LESSEE WAS AVAILABLE AT PICK UP?

LESSEE verbally acknowledged the agreement, and a copy was left with the equipment. Phone number \_\_\_\_\_ DATE & TIME: \_\_\_\_\_

## TERMS

This agreement for services to be rendered is made on the date listed previously in this document between the party identified at the top of the document and hereafter referred to either as "Lessee" and/or "Client" and Awesome Family Entertainment, hereafter referred to either as "Lessor" or "AFE." Any payments made to AFE by the Client will be considered acceptance of these and other terms specific to the written agreement between AFE and the Client. This agreement is for the services to be performed by AFE listed elsewhere in this document identified in the "Rental Agreement."

### Hold Harmless Provision:

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COSTS, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES ARISING BY REASON OF INJURY, DAMAGE OR DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OPERATION, OR RETURN OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO THE EQUIPMENT. LESSEE HEREBY RELEASES AND HOLDS HARMLESS LESSOR FROM INJURIES OR DAMAGES INCURRED AS A RESULT OF THE USE OF SAID EQUIPMENT UNLESS LESSOR IS OPERATING THE EQUIPMENT AND IS DEEMED BY A COURT OF LAW TO BE NEGLIGENT IN ITS ACTIONS. LESSOR CANNOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR INJURIES AS A RESULT OF ACTS OF GOD, NATURE, OR OTHER CONDITIONS BEYOND ITS CONTROL OR KNOWLEDGE.

THIS RELEASE IS INTENDED TO DISCHARGE LESSOR FROM ALL LIABILITY FOR ANY INJURY TO ANY AND ALL PERSON(S) AND ALL PROPERTY CONNECTED WITH THE LEASE OF THE PROPERTY SPECIFIED HEREIN. THIS INCLUDES, BUT IS NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF PROPERTY, PHYSICAL INJURY, DEATH, ENJOYMENT OF LIFE, LOSS OF PROFITS, INJURY TO GOODWILL, INJURY TO REPUTATION AND ALL OTHER FORMS OF CONSEQUENTIAL INJURY AND DAMAGE, REGARDLESS OF HOW SUCH INJURY OR DAMAGE IS CALLED OR CHARACTERIZED. LESSEE WAIVES ALL RIGHTS AGAINST AFE FOR ANY INJURY A CHILD OR ADULT MAY SUFFER DUE TO LESSEE'S NEGLIGENCE OR ANY OTHER CAUSE. IF A DISPUTE ARISES WITH A GUEST, LESSEE WILL REIMBURSE, DEFEND AND COMPENSATE LESSOR FOR ALL EXPENSES THAT ARISES FROM SUCH CLAIM.

Equipment supplied for Lessee's event by AFE is guaranteed to be in working order when dropped off. After the delivery is made, any equipment that breaks or malfunctions due to Lessee usage or operation will not be the responsibility of AFE, and no refunds will be issued. All equipment specs, photos and descriptions provided prior to an event are considered approximate. Equipment is rented in "as is" condition. Specific entertainers or equipment operators may have additional terms and conditions related to safe performance or operation that are incorporated as part of this agreement. Therefore, LESSOR MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE FROM LESSOR.

If damage occurs, the LESSEE is responsible for repairs, loss of revenue, depreciation, shipping cost, full retail value of new unit and all other cost associated with repairs/replacement of the rental item(s).

Lessee will comply with all laws and regulations, including those issued by the Ohio Department of Agriculture, and is responsible for all permits and license fees and any fines for failure to comply. In addition, AFE has the right to audit the Lessee's compliance at anytime as Lessor sees fit. Lessee's failure to comply will give AFE the option to immediately shut down or discontinue its services and use of its equipment. If such a termination occurs, no refunds will be given. **Section 1711.551 of the Revised Code requires that riders must obey all warnings and directions regarding the ride and behave in a manner that will not cause or contribute to injury to themselves or others. Failure to comply is a misdemeanor.**

At its sole discretion AFE through its representative may assist in connection of generators, electrical outlets, etc., to the rental equipment. AFE may troubleshoot any issues that may be caused by electrical access. AFE may charge a fee for such additional services. AFE does not make any warranty/guarantees of such service.

**Client agrees that set up area will be immediately ready and accessible, final payments will be promptly made and immediate attention will be given to equipment demonstration and contract signing. Upon Lessee's failure to comply, AFE may charge a fee for such or cancel service without a refund.**

### Important information regarding equipment rental:

- Attendants are not provided unless specified in written agreement between Client and AFE.
- Client agrees to provide necessary supervision for attractions, 18 or older.
- Client agrees to provide reasonably safe conditions and premises for AFE performers, staff and equipment operation.
- Client understands that some attractions require electricity and it is the Client's responsibility to make sure that this is provided.
- Set up of attractions includes safe delivery and removal of attractions. The delivery crew will try to accommodate reasonable Client requests. If the equipment is set up pursuant to the Client's direction and then moved in response to the Client's subsequent request, there will be an additional fee of \$25 to \$50 per item moved, payable to AFE.
- Equipment rentals may be subject to age restrictions, space and location requirements, and the need for electrical power (which is the Client's responsibility and not provided by AFE).
- Clients are encouraged to ask about their event equipment requirements and set up before the AFE representative leaves the premises.
- If Client contracts with AFE or a third party to rent a generator for the event and there are electrical problems, no refunds will be issued by AFE for any rented equipment that could not be used due to the malfunction of the generator or lack of power supply. Clients should note that generators can cause issues with the strength of the blowers and concession machines.
- At AFE discretion, AFE will provide at no cost, one (1) 50 ft. extension cord on inflatable attractions and AFE may supply one (1) 15 ft. cord on concession rentals, on delivery orders.

### **There will be a cleaning fee incurred, if Lessee does any of the following, but not limited to:**

- Allows food or drink to be used in a unit.
- Allows a game that is rented dry to be used wet.
- Allows use of attraction by participants with face paint or colored hair spray.
- Allows silly string to be used in or near game.
- Requests set up on surface that causes unit to get dirtier than a normal rental.
- Allows pets to get into/use the inflatables/equipment; for this the cleaning fee is a minimum \$200. NO EXCEPTIONS!
- Fails to clean the equipment prior to pick up.

• It is the primary responsibility of the client to supervise the event and to shut down the event if there is abuse by the guests. Should any damage or injury occur because of the Client's failure to shut down the event, under no circumstances will AFE be responsible of liable. However, AFE reserves the option to immediately shut down or discontinue its services at an event in response to AFE being made aware of any misconduct, being uncooperative, rude behavior, violations of the law, safety issues or any threats to the equipment, company, employees or subcontractors. If the Client does not take steps to end any unacceptable conduct and to ensure the safety of AFE entertainers, staff or equipment, AFE will construe that as Client's agreement to terminate the contract for services, and AFE personnel may at their discretion leave the event and/or remove its equipment from the event. If such a termination of the agreement occurs, no refunds will be given. No exceptions!

### Liabilities and laws governing this agreement:

Misconduct, nonperformance or other unacceptable actions that are solely the behavior of individuals with which AFE subcontracts for an event are the legal responsibility and liability of said contractor. AFE's liability extends only to the commission amounts it earns from the scheduled service(s).

Amusement attractions restriction and regulations are governed under the state of Ohio. All AFE contractual agreements are governed under the laws of the state of California. To guard against fraud, chargebacks and returned checks, AFE reserves the right to provide all details about the event to the City Attorney's office for fraud investigation and for prosecution. If a chargeback occurs, the Client will be held 100% responsible and payment in full (with additional chargeback fees) will be due immediately.

**ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, EXCEPT FOR A DISPUTE OVER FEES, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

### Confidentiality:

The price that AFE charges for an event may vary based on numerous factors. Client acknowledges that the price charged to them may be unique to their circumstances. All prices, services, and event details pertaining to this agreement are confidential to the parties to this agreement and no public posting or conversations about these details may be made by either party without express, written consent from the other party. An exception is permitted for the posting of positive photos, blurbs, blogs, and other information about the event to social media, which may be done without written consent.

### Severability:

This Agreement is fully integrated and constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

1. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

### Collection of unpaid fees:

Any fees that remain unpaid seven days after the date of the event are subject to late fees and collection fees. All unpaid balances after seven days are subject to a late fee equal to 10% of the unpaid balance. Additionally, the LESSEE will be responsible for all costs of collection including reasonable attorney's fees up to and including judgment as well as all reasonable costs incurred to collect the judgment in full.

Lessee grants permission for AFE to immediately charge the credit card on file for any additional time, damages, cleaning charges, missing items, replacement costs and miscellaneous costs associated within the rental agreement and terms listed on AFE's website. AFE has 7 (seven) business days to conclude any damages and cleaning costs associated with this rental agreement. AFE will attempt to notify by phone, text, email or U.S. Mail, but does not need further permission or explanation to finalize charges with card on file.

# BE SAFE - HAVE FUN - BE AWESOME