

CASEY CASTLES RENTAL AGREEMENT – Terms and Conditions/Warranty

LESSEE NAME: _____ of/Location _____ Date _____

1. **EQUIPMENT, RENT & TERMS OF RENTAL AGREEMENT:** The undersigned, as Lessee, hires from *Casey Castles* as Lessor, one/two unit identified as _____
2. **DELIVERY:** To the street address specified by Lessee (customer). Lessee grants *Casey Castles* right to enter the property at the said address “Delivery Address” for the delivery and subsequent pick up of the unit at the specified time.
3. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the unit with respect to the delivery address are included in the rental fee. In the event that the unit is not returned at the appointed time by Lessee to *Casey Castles* then \$50 Transportation Fee shall be automatically imposed.
4. **GENERAL RULES TO FOLLOW DURING USE OF THE UNIT:**
 - (a) Only compatible agree groups and size shall play on the unit at the same time.
 - (b) All riders **MUST REMOVE SHOES** before playing in the unit.
 - (c) To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED**.
 - (d) **CHILDRENS’ SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE CASEY CASTLES UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.**
 - (e) Absolutely no **SILLY STRING, GUM LOLLIES, FOOD OR STICKY SUBSTANCES** are allowed in the unit. If upon pick up, such cleaning is required then a \$50 cleaning fee will be automatically imposed.
 - (f) **DO NOT MOVE THE CASEY CASTLES UNIT FROM THE PLACE IT WAS INSTALLED.** If the unit moves, pull the corner back to it’s original location of installation. **CAUTION: KEEP THE UNIT AWAY FROM SWIMMING POOLS!!!**
5. **SPECIAL INSTRUCTIONS:** The units equipment is reliable. Should the unit begin to deflate – the motor may have stopped, in which case, check the cord connection at the outlet near the motor, and check that the extension cord has not been unplugged. Check both tubes at the back of the unity for snugness and re-tie if necessary. If you cannot correct the problem, then call **0411 503 599**.
6. **SAFE OPERATION ACKNOWLEDGEMENT:** Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the unit that is the subject of this Rental Agreement. Lessee agrees to observe all safety precautions. Lessee also represents and warrants the safe return of the unit and hereby agrees to pay the full cost price on the hired items, if it is not returned.
7. **MAINTENANCE:** Lessee agrees to keep the unit in the safe condition as when received, ordinary wear expected.
8. **ALTERATIONS AND ATTACHMENTS:** No alterations in or attachments to the unit will be made without prior written approval of *Casey Castles*.
9. **WARRANTY:** *Casey Castles* warrants that the unit leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The unit is supplied and maintained subject to this warranty. *Casey Castles* obligation under this Rental Agreement is limited to repair or replacement of the unit when *Casey Castles* determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of *Casey Castles* for damages, including, but not limited to, consequential damages, arising out of or in connection with the use or performance of the unit.
10. **TITLE TO:** Lessee agrees to keep the *Casey Castles* unit in his/her custody not to sublease, rent, sell, remove from the delivery address, or otherwise transfer such unit. The unit will remain the property of *Casey Castles* and may be removed by *Casey Castles* at any time after the termination of this Rental Agreement.
11. **RELEASE OF LIABILITY:** The Lessee shall be in charge of the unit’s operation, and is fully responsible for it’s operation as well as return of the *Casey Castles* unit in good working order. *Casey Castles* and it’s officers, employees and agents are not responsible for injury occurring to the Lessee or any other persons using the units, and the lessee further agrees to hold *Casey Castles* and it’s officers, employee and agents free and harmless against any injury or claims. The Lessee shall indemnify *Casey Castles* and it’s officers, employees and agents from/against any costs incurred due to claims from anyone and for attorney’s fee and related costs involving the use and return of the unit, should legal action become necessary.
12. **ENTIRE AGREEMENT:** The Rental Agreement constitutes the full agreement between *Casey Castles* and the Lessee. Time is of the essence in this Rental Agreement. The receipt of the unit that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.
13. **RAIN POLICY:** During periods of severe weather periods (ie. rain, high winds etc) we reserve the right to cancel your reservations.

LESSOR: _____
(Authorised representative for *Casey Castles*)

DATE: _____

By my signature, I accept the terms of this RENTAL AGREEMENT. I also hereby state that I heard verbally and understand the supervision and rules required.

LESSEE: _____
(Signature)

DATE: _____