## CANBERRA JUMPING CASTLES

www.canberrajumpingcastles.com.au • ph: 0422 266 555 • ACN 154 277 424



# <u>CANBERRA JUMPING CASTLES CO. (CJCco.) HIRE AGREEMENT & DISCLAIMER</u>

Terms of the rental agreement are as follows:

I, the undersigned Customer Lessee, agrees to hire a Jumping Castle with/without supervision staff from Canberra Jumping Castles co. (ACN) 154277424 as described in terms below

- I understand that electing NOT to have CJCo Staff Supervision Member present, I am assuming full and total responsibility of Jumping Castle/s Supervision. Initial here .....
- Jumping Castle delivery set up may be 1-2 hours PRIOR to booked start time at the mentioned event address including delivery, set up and subsequent pick up of Castle/s
- Event site access must have at least 1m wide entrance access and reasonable distance from the street and footpath if front lawn event. For backyard parties and "Other" event locations, same safe reasonable access and set up areas principles apply
- The castle/s will only be erected on a level area (i.e. pref grass lawns) which is at least size mentioned in our quote and when height taken into account, be completely clear of trees, clothes lines, pergolas and power/phone lines
- The customer lessee agrees that site has also been checked by themselves and is considered suitable in access, size and ground cover for safe erection of Castle/s. Please phone Daniel on 0422 266 655 or Elle on 0403 085 770 if unsure. If any UNSUITABLE LAST MINUTE CHANGES to place of proposed erection of Castle/s may result in forfeit of your payment if the change is deemed unsuitable or unsafe by us, the lessor, CJCco
- The customer lessee must CLEAR the area just prior to our delivery arrival of any sharp sticks etc that may have come from trees etc
- DO NOT MOVE CASTLE/S OR TAMPER WITH CASTLE/S in any way or under any circumstances from where place erected by CJCo staff
- Pick up will occur within 1-2 hours immediately following your booking end time. Please make sure that somebody is home during this time or please make prior arrangements either with DANIEL ON 0422 266 555 OR ELLE ON 0403 085 770

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### "IT'S BETTER TO BE SAFE THAN SORRY!!!! "

We have insurance, HOWEVER, we must remind individuals with neck, head, back, spinal or ANY muscle related condition, pregnant women, unsupervised children under 4 years of age, intoxicated persons, and ANY OTHER PERSONS, who feel that they may be more susceptible to INJURY from falls, bouncing and bumps ARE NOT PERMITTED on our Castle/s at ANY time. Only to be supervised by adults (18+) who are not in any way affected by drugs or alcohol. No FLIPS or extreme HORSEPLAY permitted. No bouncing near castle/s entrance. No DRINKS, FOOD OR SHARP ITEMS are permitted inside the Castle/s AT ANY TIME. NO persons are to be inside during inflation or deflation of Castle/s. SHOES, GLASSES (for eyes or to drink) and JEWELLERY are to be removed BEFORE entering Castle/s. Please keep small children and babies away from any netting and cords as this may be a choking hazard. Incase of rain and/or lightening and/or winds over 25 kmph, ALL are to exit the Castle/s in a safe manner. Also incase of accidental power outage to unit/s ALSO have all exit Castle/s in a safe manner should a sudden change in WEATHER OR CHANGE IN WIND SPEED OCCUR. If bad weather or high winds be predicted up until 24 hours PRIOR to your booking, a change of date is offered within 3 months subject to approval from both parties involved. If that cannot be resolved, a refund of the FULL DEPOSIT PAID is offered unless party / event has requested guest party bags or any other "Special Request" such as addition staff supervision etc requested by customer lessee. No person/s weighing or weighing OVER 100 Kgs should jump on our Castle/s. Any person/s NOT obeying Supervision rules should be excused IMMEDIATELY from Castle/s play and be sent to the "Naughty Corner" NOT SUPPLIED

#### CASTLE/S MAITENENCE IF CJCo STAFF DO NOT ATTEND PARTY/EVENT:

- 1) The customer lessee agrees to keep the Castle/s in SAME condition as when received at Party or event
- 2) NO alterations or attachments (such as fairy lights) may be added to Castle/s unless prior written approval is given to the customer lessee from the Director of Canberra Jumping Castles Co.
- 3) Pets MUST be kept away from Castle/s at ALL times
- 4) Cigarettes and open flames (i.e. Candles and fire works etc) MUST be kept away from Castle/s
- **5)** Streamers, silly string, glass, lollies and general food and drink is NOT permitted on Castle/s at anytime. Other than damage, it is also another choking HAZARD
- 6) The customer lessee is required to give a quick courtesy wipe down / vacuum at end of booking time before pick up. Wipe only with water and be sure to DRY thoroughly with a towel.
- 7) At upon deflation and pick up such cleaning is deemed required, a \$50 surcharge may be imposed at our discretion
- 8) The customer lessee agrees to keep the Castle/s in his/her custody, not to sub lease, rent, sell or remove our Castle/s from delivery address. This Castle/s is and remains property of the lessor, Canberra Jumping Castle Co and may be removed by us, the lessor at anytime deemed necessary if agreements listed are broken and all monies forfeited. The customer lessee also represents and warrants the safe return of the Castle/s and agrees to pay its full replacement price on the hired item/s if not returned or if damaged beyond reasonable repair
- **9)** Payment of the total balancing owing to us is payable AT TIME OF CASTLE SET UP AND erection of our equipment
  - SAFE OPERATION ACKNOWLEDGEMENT the customer lessee acknowledges that he/she has been instructed about and FULLY understands the safe operation of the jumping castle/s that is subject to this agreement. The customer lessee agrees to observe ALL safety precautions listed in the "IT'S BETTER TO BE SAFE THAN SORRY" clause/policy.

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RELEASE OF LIABILTY IF A CJCco. STAFF MEMBER, EMPLOYEE OR COMPANY DIRECTOR IS NOT REQUESTED to be PRESENT AT PARTY / EVENT.

The customer lessee shall be in charge of the Castle/s operation in our absence, and is fully responsible for its safe operation as well as return of the Castle/s in working order. CJCo direct employees are not responsible for injury occurring to the customer lessee or any other person/s using the Castle/s and the customer lessee further to hold CJCo, its Director and employees free and harmless against all injuries and claims. The customer lessee shall indemnify CJCo, the lessor, Director and employees against any costs incurred due to claims from anyone and for Legal Representation fee's involving the use and return of the Castle/s should legal action become necessary.

This Hire Agreement and Disclaimer constitute the full agreement between the customer lessee, and Canberra Jumping Castles Company (CJCo), the lessor.

The customer lessee acknowledges that the Castle/s that is subject to this Hire Agreement and Disclaimer is in good working order and repair.

Signed FOR ELOUISE WRIGHT, DIRECTOR, CANBERRA JUMPING CASTLES CO.
AND
Signed
PRINT NAME IN BLOCK LETTERS
THE CUSTOMER LESSEE DATED///20