

Sample Inflatable Amusement Ride Contract Clauses

1. I/We confirm that permission has been granted by the city/county/property owner to use the property at the address named above, and that all requirements made by them as to its use have been met. **(Vendor) carries a \$1 million/ \$2 million insurance policy. Proof of Insurance can be added at no additional cost. To be named as an Additional Insured carries an additional fee of \$75.00.**
2. Past due accounts after 30 days will accrue interest at the rate of 1.5% per month.
3. I/We understand that a cancellation fee of 50% of the contract amount will be assessed if the event is cancelled up until the day of the event. There are no refunds for cancellations on the day of. The balance due under this contract is due prior to setup of equipment at the event (unless prior arrangements have been made, such as PO#). Any additional time incurred beyond the reserved time will be prorated accordingly and added to the balance due. Safety issues take priority over weather conditions. (Vendor) staff has final say of when event conditions constitute a safety hazard. If possible, it is best to have an alternative indoor plan if your facility allows. In the event of heavy rain and/or strong winds such the equipment cannot be safely used and the event is cancelled **prior to delivery**, the deposit will be credited to a newly scheduled event to be completed within 30 days of original event date mutually agreed to between the renter and (vendor). Set-up time is usually 15-30 minutes prior to event time depending on the equipment that is ordered.
4. The area required for the equipment starts at 25' x 50' for just the Game Theater. Be sure to allow extra room around the perimeter for safety. **It is the responsibility of the renter to ensure the activity area is adequate for the (vendor) equipment including staging, height and run-up areas for the games.** (Vendor) is not responsible for areas in which the equipment will not fit or areas which may be worn or flattened by use of the equipment. For Hamster Balls the area must be a fairly level Grass surface (or in a Gym). For the Game Theater the surface must be level with access to the passenger side of the vehicle. Laser Tag can go on Cement or Grass, in a large open area that is level for Bunkers to be set up. It can also be used indoors.
5. **It is the responsibility of the renter to inspect and approve the placement of the equipment**, and to notify (vendor) of any concerns the renter has regarding same before the equipment has been erected. Sufficient access to the activity area must be provided by the renter for purposes of setting up and taking down the equipment. **(Vendor) will assume responsibility for Set Up, Operation, & Teardown of ALL Attractions that it brings.**
6. **The renter agrees to allow the (vendor) representative full discretion as to the number and content of each group of participants to maintain safe use of the equipment.** The renter agrees to hold harmless and indemnify (vendor) and their employees and representatives from damages or injuries resulting from the misuse, abuse or disregard for the rules set forth by (vendor) and its equipment provided all equipment is set up properly by (vendor) and is in fully functioning order. This includes damage to property or persons including participants and volunteers provided by renter. **The renter agrees to allow the (vendor) staff full discretion as to the age, height and/or weight restrictions for participants on any game.**

I have read, understood and agree to abide by all of the terms of this contract. I am authorized to sign this contract on behalf of the above named company/organization. Facsimile signatures and facsimile contracts shall be treated as binding originals.

The information provided in this handout is for illustration purposes only and does not constitute a valid contract. Legal counsel should be sought prior to using the information contained in this handout.