



14750 James River Ln
Houston, Texas 77084

- 1) This soft play equipment has been received in good condition and will be returned in the same condition.
- 2) Customer agrees to allow **Toddler Towns** the right to enter premises of customer at any time to repossess said soft play equipment.
- 3) Customer agrees to reimburse **Toddler Towns** for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by **Toddler Towns** to enforce collection or to preserve or enforce rights under this contract.
- 4) Customer agrees not to loan, sublet or otherwise depose of soft play equipment or use it at any other location.
- 5) Customer agrees to pay in full the replacement cost, including labor, for all damages to soft play equipment.
- 6) If the soft play equipment is lost, stolen, or damaged beyond repair, the renter agrees to pay up to \$3000.00(Three thousand dollars and 0 cents)
- 7) Customer agrees to ensure that all users (and users’ guardians) of the rental go over and read all rules.
- 8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Soft Play Equipment from **Toddler Towns** will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the soft play equipment and will pay for any loss or damages that may occur.
- 9) Lessee understands and acknowledges that soft play entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Lessee agrees to indemnify and hold **Toddler Towns** harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney’s fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless **Toddler Towns** from injuries or damages incurred as a result of the use of the soft play equipment. **Toddler Towns** cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless **Toddler Towns** from any loss, damage, theft or destruction of the soft play equipment during the term of the rental and any extensions thereof.

Participant’s Signature X _____ Date X _____

Participant’s Printed Name X _____

TODDLER TOWNS

It is the responsibility of the person/s or organization hiring **Toddler Towns** to ensure that all possible precautions are taken to avoid injury to people or damage to the soft play equipment. Please ensure the following safety instructions are followed:

- 1) No food, drink or chewing gum on or around the soft play area. This will avoid any accidental risks and keep the equipment clean. (Please note if the equipment is collected in a dirty condition then the person hiring it will incur a cleaning charge)
- 2) All shoes, jewelry, loose objects in pockets, and badges **MUST** be removed before entering the soft play area to avoid injury to peoples using the equipment and harm to the equipment
- 3) **NO** face paints, party poppers, colored streamers or **SILLY STRING** to be used either on or near the soft play area. (Please note these products will cause damage to the equipment that cannot be repaired)
- 4) **Toddler Towns** is not responsible for striking or damaging any underground utility lines/devices (included but not limited to: electrical, plumbing, sprinkler, etc.). It is lessee's responsibility to tell Toddler Towns where equipment is to be set up and have any underground utility lines marked prior too.
- 5) Climbing, hanging or sitting on safety gates is dangerous and must not be allowed.
- 6) A responsible Adult must supervise the soft play equipment, at all times.
- 7) Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 8) No pets, toys (other than soft balls) or sharp instruments in the soft play area at any time.
- 9) Please ensure that children are not attempting somersaults in the equipment area.

X _____ SIGN HERE AFTER READING RULES

TERMS AND CONDITIONS

Deposit/Reservation

At time of booking, a 50% deposit along with a signed contract will be required to secure your requested date. Remaining balance will be due fourteen (14) days prior to your event and will be charged to the credit card on file. Failure to pay balance will result in cancellation of the event and a cancellation fee totaling 30% of your package total.

If booking is less than fourteen days prior to the party date, the full amount will be due at the time of booking.

Cancellations

Should you need to cancel your reservation, please be sure to call us as soon as possible at 346-360-3012. Cancellations fourteen (14) days or more prior to the event will receive a full refund of your deposit. Cancellations less than fourteen (14) days prior to the event may result in the loss of your deposit.

Weather Conditions

If you are hosting an outdoor event you assume all weather-related risks. However, if it should rain, Toddler Towns will work with you on a solution suitable to all parties. If you are not able to hold your party indoors, a refund will be given on your deposit and payment. Toddler Towns will rebook your event upon availability on our schedule.

*Once Toddler Towns is set up and your event time has started a refund WILL NOT be issued.

Set Up/Take Down/Delivery

Set up/ Take down are included in your package price. Renter is responsible for clearing all areas needed for equipment and must be present at the time of delivery. Delivery 30 miles outside of Toddler Towns is subject to a delivery fee of 25.00.

Equipment Cleaning Care

To reduce the number of germs and therefore the spread of disease or illness we ask that you immediately disinfect any equipment that has come in contact with the following situations: Leaked soiled diapers, vomit, blood, or mucous. A disinfectant will be provided by Toddler Towns to ensure proper sterilization that is safe for all, including the equipment.