

**Thank You for choosing Montana Premiere Entertainment  
we appreciate your business.**

**It is very important you please take a few minutes and read through  
the instructions and information on the following pages.**

**STEP 1:** Please print ALL pages of this document.

**STEP 2:** If you have not already done so, within 7 days of calling to reserve your Inflatable, please provide the \$50 deposit per Inflatable/Bounce House as your reservation for equipment is not formally confirmed until we receive your deposit. Make all Checks out to Patrick Branger. To be fair to others, if we do not receive your deposit within 7 days, we may cancel your reservation. For your convenience, we accept credit cards, checks, PayPal and money order. Our mailing address is below if you wish to mail or drop off the deposit.

**STEP 3:** Please complete the "EVENT INFORMATION" page next. Then please carefully: Read the following Rental Agreement Initial EACH page where notated complete and Sign the Rental Agreement - (please use today's date).

**STEP 4:** Email or Mail the signed Rental Agreement to Montana Premiere Entertainment within 7 days. Due to high demand for our Inflatables, Your reservation is not confirmed until we receive the completed Rental Agreement AND your deposit.

Mail to:  
Montana Premiere Entertainment  
123 S. 34<sup>th</sup> Street  
Billings, Montana 59101  
406-697-4301  
pattycakestheclown@yahoo.com.com

Again, thanks for renting from us and we look forward to delivering the fun for your event!

<b>Date of Event:</b>	
<b>Address of Event:</b>	
<b>County:</b>	
<b>Start Time:</b>	
<b>End Time:</b>	
<b>Type of Event:</b>	
<b>Contact Person(s):</b>	
<b>Telephone Number(s)</b>	
<b>E-Mail(s):</b>	
<b>Special Instructions:</b>	
<b>Setup Surface:</b>	
<b>Is there access to electric within 50 feet of the setup location? (if not a generator may be rented for \$60 plus fuel please make note here)</b> <b>Make all checks out to Montana Premiere Entertainment</b>	

**The setup area MUST be generally flat and have 20 ft. of clearance from overhead power/ cable lines / trees. Area must be cleared of debris and dog doo-doo... We will not clean up in order to set up. Turn Sprinklers off 48 hrs. prior to set up.**

**So we can better develop our business, please take a moment to let us know how you found us:**

**Referral by: \_\_\_\_\_**

**Saw us at: \_\_\_\_\_**

**Other: \_\_\_\_\_**

# RENTAL AGREEMENT

This contract is made and entered into on \_\_\_\_\_ by and between the undersigned Lessee, and Montana Premiere Entertainment (hereafter known as the "Lessor") and is mutually agreed that the contract shall be subject to the information in this contract.

**EQUIPMENT:** Lessee hereby agrees to rent the following Equipment from the Lessor (please list all equipment you plan to rent):

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**PARTIES:** The Lessee hereby engages Lessor, and Lessor agrees to furnish the items described upon the terms and conditions set forth herein.

**DEPOSIT:** A deposit of 20 % of total invoice or \$50 per inflatable. (whichever is greater) shall be delivered upon signing of this contract. Please make all checks out to Montana Premiere Entertainment items mentioned in this contract are not reserved for the Lessee until this deposit is received. The deposit is non-refundable unless weather conditions warrant the cancelation by Lessee or Lessor PRIOR to delivery. See WEATHER POLICY below.

**BALANCE:** The remaining balance of \_\_\_\_\_ is due upon arrival at the event, prior to setup. Please make all checks out to Patrick Branger

**TIMING:** Lessor shall deliver the reserved rentals no later than 15 minutes before the requested start time stated below unless both parties agree in writing upon other arrangements. The Equipment should be empty of riders at the requested end time.

**SETUP AND OPERATION:** The Lessee should have at least (1) one person of average strength per inflatable available to assist with setup at the time of delivery, if needed. This person should be the person who will be responsible for operation of the ride, also known as the "Attendant." Lessee and Attendant are responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at the time of setup and are included herein. Lessor will train Attendant how to operate the inflatable in accordance with the manufacture's recommended operating procedures and Attendant / Lessee will acknowledge said training by signing a training checklist prior to operating the ride. Lessor shall not be responsible for damage caused to grass because of set up and placement of bounce house on grass. If setup on grass, Lessee shall allow Lessor to drive metal stakes into the ground for anchoring purposes. Lessee assumes FULL responsibility for damage caused by such anchoring methods.

## AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!

**SPECIAL PROVISIONS:** The Lessor reserves the right withhold providing the Equipment when, in the Lessor's sole judgment, weather conditions or setup conditions would be detrimental to the Lessor's Equipment. This provision includes but is not limited to wind, rain, lightening, mud, and other hazards such as low hanging tree branches, power lines, or setting up on an incline / decline.

**WEATHER POLICY:** During periods of severe weather conditions (for example, rain, high winds, lightning, etc.), Lessor reserve the right to cancel Lessee's reservations. Prior to delivery of the Equipment, if the weather conditions are acceptable to Lessor to proceed with the event but marginal in the opinion of Lessee, Lessor will give Lessee the option of keeping Lessee's rental or cancelling the event. If Lessee decides to keep the rental for the term of this rental agreement, Lessor will not issue a refund under any circumstances.

\*A representative from the Lessor will contact the Lessee prior to delivering the Equipment if the weather is questionable in the sole discretion of Lessor. Once the Equipment arrives at the event, the deposit is not refundable under any circumstance. If prior to delivery of the Equipment either the Lessee or Lessor chooses not to have the Equipment delivered due to imminent inclement weather conditions, the full deposit will be returned or the event rescheduled within Lessor's ability to reschedule the Equipment.

**NEGLIGENCE OR ABUSE:** Lessee agrees to be responsible for any damage or theft of Montana Premiere Entertainment's Equipment, if damage is incurred while the Equipment is in the possession of the Lessee or at the location for the Equipment as directed by Lessee. Damage costs vary but are estimated below.

Bounce House/Tent  
Cleaning \$100  
Repair \$200 - \$500  
Not Repairable or stolen up to \$5,000

All Other Equipment  
Cleaning \$25  
Repair \$50 - \$200  
Not Repairable or stolen \$500 - \$1,000

No food, drinks, toys, animals, silly string, shoes, or sharp objects are allowed in or around the rentals at **any time**. The operator is responsible for ensuring that the size and weight of persons entering the inflatable equipment does not exceed the maximum posted. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving or shifting. If the Equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit and Lessee shall be liable for any such damage.

Lessee Initial\_\_\_\_\_

If the Lessee chooses to deflate the inflatable equipment prior to the arrival of Lessor's pick-up agent, it must be re-inflated before it is packed up. The unit will be inspected before removal from Lessee's premises. The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified Equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using, operating or renting the Equipment, then Montana Premiere Entertainment, it's employees, officers, directors, owners, agents, successors and assigns shall not be held liable for any such injuries and/or resulting damages and, further, Lessee shall indemnify Montana Premiere Entertainment in the event Lessor is held liable for any injuries and/or resulting damage. This contract contains the entire agreement between the parties and shall not be amended or modified except in writing and signed by all parties hereto. Please note that in the event of an emergency or problems with the Equipment, Lessee shall immediately contact the Lessor (Patrick Branger) at (406) 697-4301.

#### **Montana Premiere Entertainment Bounce Houses Operating Procedures**

The ride should not be operated if wind exceeds 20 mph or in rain or lightning conditions. All riders must remove their shoes eyeglasses, hair clips, jewelry, buckles, pens, purses, and sharp objects prior to entering.

Riders should be sorted by similar age, weight, and height range. Larger older children should be segregated from smaller children. It is the responsibility of the attendant to ensure that the equipment is not overloaded.

No food, drink, gum, confetti, aerosol hair dye or **silly string** is allowed in the inflatable equipment. **Silly String and aerosol hair dye** will permanently damage inflatable equipment.

The rated weight and occupant capacity should never be exceeded. Please refer to each ride's posted capacity chart, per manufacturer's recommendation.

The attendant should assist the riders when they enter and exit the ride.

While the ride is in operation, the attendant should watch the riders at all times. No roughhousing or horseplay should be tolerated. No somersaults, diving, wrestling, flips, or rough play shall be permitted at any time. No climbing on the nets or walls is allowed.

Anyone who does not obey the rules after being warned should be asked to exit the ride.

The attendant must strictly enforce the rules posted on the warning sign.

The attendant should assist the riders while they exit the ride.

The attendant must remain in control of the ride at all times.

**Emergency Procedures** Emergencies can arise for various reasons. The following are a few examples of emergencies and how they can be handled. This is strictly a guide...please use common sense when an emergency occurs.

**Weather** Bad weather can arrive in the form of rain, lightning or strong wind. In each case, you want to evacuate the ride as quickly and safely as possible. Remain Calm! If you panic, your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the ride quickly, but in an orderly fashion. After everyone has exited the ride, deflate the ride by turning off the blowers or fans.

**Loss of Electrical Power** If a loss of power occurs the ride will slowly start to deflate. Remain Calm! You will have ample time to help your patrons quickly and safely exit the ride. This situation tends to cause panic...unless the operator stays calm and relaxed. Talk calmly to those inside the unit telling them not to panic while you are helping them walk out. Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in, press the reset button on extension cord and the ride will re-inflate. Contact or have someone contact the inflatable company at 406-697-4301 to check the problem. Do not leave the ride unattended.

**Damage** If the ride becomes damaged while in your operation, write down what happened, when, and any other details you observed and turn contact the inflatable company immediately. Do not attempt to continue to operate the ride.

Lessee Initial \_\_\_\_\_

## LEASE AND LIABILITY CONTRACT

This LEASE AND LIABILITY CONTRACT ("Contract"), is entered into by:

Lessor: Montana Premiere Entertainment

Lessee: \_\_\_\_\_

The Leased Equipment: See Above listed items

1. Lessee agrees that the Leased Equipment has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear.
2. Lessee understands and acknowledges that the activity to be engaged in through Lessor's lease of the Leased Equipment brings with it both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to Lessee, its guests, its invitees or third parties. Lessee understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Those risks include, but are not limited to falling, slipping, crashing and colliding.
3. Lessee agrees to release, forever discharge and hold harmless Lessor for any injuries, damages or claims that result from Lessee's negligence; including any injuries, claims or damages asserted by Lessee's guests, invitees or third parties.
4. Lessee agrees to supervise both the Leased Equipment and its use at all times the Leased Equipment is in the possession of Lessee. Lessee agrees to follow the directions and safety rules as posted on the Leased Equipment or as otherwise provided to Lessee by Lessor.
5. Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or else lessee agrees to bear the costs of defense and liability of any such injury or damage itself.
6. Lessee agrees not to remove the Leased Equipment from the location on which Lessor has assembled or installed it. Lessee further agrees not to disassemble or uninstall the Leased Equipment or to assemble or install the Leased Equipment.
7. Lessee grants Lessor right to enter Lessee's property for the delivery, pick-up or repossession of the Leased Equipment. Lessee agrees not to loan, sublet or otherwise dispose of the Leased Equipment.
8. In the event that Lessee files a cause of action against Lessor, Lessee agrees to do so solely in the state of Montana, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
9. Lessee agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

10. Lessee acknowledges that sufficient time and opportunity were had to read this entire Contract, and understands its content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.

**Lessee Print Name**

**Lessee Sign Name**

**Date**

**Lessee Address**

**Lessee Telephone Number**

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Take your child's safety seriously, those not following safety rules should be asked to leave the bounce house immediately.

- **ADULT SUPERVISION** should be maintained at all times. The bounce house should not be left unattended while people are using it.
- **NO FOOD OR BEVERAGES IN THE BOUNCE HOUSE AT ANY TIME.**
- **NO SHOES**, or other objects should be used in the bounce house at any time.
- It is recommended that all bouncers empty their pockets before entering the bounce house.
- All bouncers should remove eyeglasses, jewelry and any other hard or sharp objects before entering the bounce house.
- **NO FLIPS, WRESTLING OR ANY OTHER FORMS OF ROUGH HOUSING** should be allowed in the bounce house.
- **DO NOT** allow bouncers to run into and/or bounce against the walls or support pillars of the bounce house.
- **DO NOT** allow bouncers to run or jump through the entrance of the bounce house. It is recommended that all bouncers enter and exit the bounce house in a seated position.
- **DO NOT** allow bouncers to jump closer than two feet to one another as well as the entrance/exit and walls of the bounce house.
- **DO NOT** allow any climbing or hanging on any interior or exterior surface of the bounce house.
- **DO NOT USE THE BOUNCE HOUSE IN THE RAIN.** The jumping surface becomes very slippery when wet. In the event of rain, all bouncers should exit the unit. The bounce house should then be deflated by switching the blower motor power to the OFF position. Should the rain cease, inflate the unit and dry completely with large towels (or similarly absorbent material) before allowing children to resume jumping.
- Should the ground stakes become loose during operation, have all bouncers exit the unit and secure all ground stakes before allowing bouncers to re-enter the bounce house.
- **DO NOT** use the bounce house in excessive wind (15-20+ mph). Should it become windy during operation, remove all children from the bounce house and deflate completely.
- Bouncers should be grouped according to age and size. Ages 3 and up only.
- **NO PETS ARE TO BE ALLOWED IN THE BOUNCE HOUSE AT ANY TIME.**
- **SILLY STRING** (or any like substance) **SHOULD NOT BE USED IN OR AROUND THE BOUNCE HOUSE.** Silly string will melt and permanently stick to the bounce house, resulting in costly repairs/replacement of the unit.