**EQUIPMENT RENTAL AGREEMENT**

This Equipment Rental Agreement (hereafter referred to as the “Agreement”) is entered into by and between [RENTER’S NAME] (hereafter referred to as “Renter”) and Jumpin J's LLC (hereafter referred to as “Jumpin J's LLC”). Throughout this Agreement all of the above may be collectively referred to as the ‘Parties” or individually as a “Party”.

“Renter”:

[RENTER’S NAME]

[RENTER’S ADDRESS]

[RENTER’S EMAIL]

[RENTER’S PHONE NUMBER]

And

“Jumpin J's LLC”:

[SIGNOR’S NAME]

[Jumpin J's LLC’S ADDRESS]

[Jumpin J's LLC’S EMAIL]

[Jumpin J's LLC’S PHONE NUMBER]

**PURPOSE OF THE AGREEMENT**

Renter agrees to rent equipment from Jumpin J's LLC as described more fully below, the equipment rental shall be performed in accordance to the terms and conditions of this Agreement.

**TERMS OF THE AGREEMENT**

**Term**. The term of this Equipment Rental Agreement will begin on [DATE] and will end on [DATE].

**Description of Rental Equipment**. Renter will rent the following equipment from Jumpin J's LLC:

* + [DESCRIPTION OF EQUIPMENT]
	+ [DESCRIPTION OF EQUIPMENT]
	+ [DESCRIPTION OF EQUIPMENT]

**Payment for Equipment Rental**. In order to rent equipment Renter agrees to pay Jumpin J's LLC a rental fee of [AMOUNT] on [DATE] via CashApp or Zelle Pay.

**Equipment Rental Discretion**. All equipment may be rented by potential Renters at the sole discretion of Jumpin J's LLC. Jumpin J's LLC may or may not rent equipment as they see fit.

**Rental Pickups.** Rental pickups began at 6:30pm, if Renter chooses to rent equipment past that time, they must contact Jumpin J's LLC at least (1) one hour prior. Extra rental hours are subject to an additional ($50) fifty dollar fee. Lots and park venue parties are first to be picked up.

**Renting Beyond Normal Rental Hours**. Any rentals that go beyond 9:00pm or overnight rentals are subject to an additional ($50) fifty dollar fee. This fee may be increased depending on size of rental party.

**Security Deposit**. Prior to taking possession of the equipment, Renter shall pay a non-refundable security deposit in the amount of ($50) fifty dollars as security for Renter’s performance under this Agreement and for any damages caused by Renter or Renter’s agents to the equipment during the rental period. Although the security deposit is non-refundable it is transferable, meaning the deposit may be used for another date or event.

**Forfeiture of Security Deposit**. Jumpin J's LLC may use part or all of the security deposit to repair any damage to equipment caused by Renter or Renter’s agents. However, Jumpin J's LLC is not limited to the security deposit amount and Renter remains liable for any balance due on lost, stolen, or damaged equipment.

**Lost, Stolen or Damaged Equipment**. Renter shall pay Jumpin J's LLC full compensation for replacement and/or repair of any equipment which is not returned because it is lost, stolen or damaged and in need of repair to put it into the same condition it was in at the time of rental.

**Equipment Maintenance**. Renter shall maintain the rental equipment during the term of the rental at his/hers own cost and expense. Renter shall keep the equipment in good state of repair, normal wear and tear is expected.

**Safety/Operating Instructions**. Renter acknowledges that there are safety and operating instructions on the equipment and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Renter further acknowledges and understands that Jumpin J's LLC has not agreed to nor have they provided any operators with this rented equipment, and that Renter, is solely responsible for the correct and safe operation of this equipment. Renter also agrees to keep all equipment away from swimming pools and any water supply and customer understands and agrees that they will not operate any electrical equipment near water.

**Renting Multiple Equipment**. It is suggested if Renter wishes to rent (4) four or more pieces of equipment during the same rental period they must also rent a generator. Jumpin J's LLC offers generator rentals for an additional ($50) fifty dollar fee. Jumpin J's LLC is not liable for any damage brought on by the generator, which may include but not limited to power outage, fuse damage, etc. All equipment is delivered with a full amount of gas, however if gas runs out during your rental, Renter will be responsible to purchase additional gas.

**Return of Equipment**. Upon the expiration or termination of this Agreement, Renter will return all of Jumpin J's LLC’s property, including but not limited to bounce houses, signage, generator, etc.

**Relationship of Parties**. The relationship between Jumpin J's LLC and Renter shall not constitute a partnership, joint venture or agency.

**Non-Disparagement**. Renter agrees not to make negative comments or otherwise disparage the Jumpin J's LLC or its customers, officers, employees, managers, products or services, in any that may be deemed harmful to them or their business, business reputation or personal reputation. These negative comments extend to any and all social media platforms and internet outlets.

**Release of Liability**. By entering into this Agreement, Renter acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Renter agrees that Jumpin J's LLC shall not be held liable for any injuries, damages, etc. suffered by Renters or their agents while using any of Jumpin J's LLC’s equipment. This release of liability applies to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence, whether active or passive, of Jumpin J's LLC’s suppliers, agents, employees, contractors, drivers or installers.

**Termination**. Both Parties have the right to terminate this Agreement at any time provided that either party complies with the notice provisions. The notice provisions require that any termination shall be effected if it is given at least (7) days prior to the start of the rental period.

**Confidentiality**. Parties will only use confidential information of the other solely for the purposes described in this Agreement. Any proprietary information, trade secrets and working relationships between Jumpin J's LLC and Renter must be considered strictly confidential, and may not be disclosed to any third party, either directly or indirectly.

**Indemnification**. Renter agrees to defend, indemnify and hold harmless Jumping Js, LLC from and against any and all liability, claims, judgements, attorney fees, and costs, of every kind and nature, including, but not limited to, injuries or deaths to persons and/or damage to property, whether or not such claimant is known or unknown to Renter, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the rental equipment, however caused, but with such claim arising while or such injury or damage occurring while such rental equipment is in the actual and constructive possession of Renter.

**Remedies & Injunctive Relief**. Renter understands that disclosure of any confidential information in a manner inconsistent with this Agreement will give rise to irreparable harm in which damaged would be an adequate remedy. In addition, to other legal remedies Jumpin J's LLC shall be entitled to injunctive relief.

**Amendment**. No amendment to this Agreement shall be valid unless it is made in writing and signed by both Parties.

**Assignment**. Parties may not sell, assign, sublicense, subcontract, or in any other way transfer any right or obligation of this Agreement without the prior written consent of other Party.

**Severability**. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

**Dispute Resolution**. If a dispute concerning the terms of this Agreement arises, Parties agree to resolve the issue through mediation with a third-party neutral before filing a claim in court.

**Force Majeure**. If either Party is unable to perform their obligations under this Agreement due to an act of God, war, fire, earthquake, strike, terrorism, viral outbreak, pandemic, or other causes that are beyond the control of either party, such Party will be excused from performance.

**Governing Law**. This Agreement shall be interpreted and enforced under the laws of the state of Michigan. Any action arising under this Agreement shall be filed and tried, in the courts of Wayne County, Michigan.

**Attorney Fees**. If an action or proceeding is brought to enforce any terms of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees, costs and expenses from the other party, in addition to any other available remedy.

**Entire Agreement**. This Agreement constitutes the entire agreement and understanding of the Parties, it is intended as the Parties’ final expression, superseding all prior agreements, promises and understandings of the Parties, whether written or verbal. This Agreement may be amended or modified only by a written agreement and signed by both Parties.

**I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE RENTER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Jumpin J's LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_