



KEIKI CLIMBERS, LLC
SOFT PLAY EQUIPMENT RENTAL

RENTAL AGREEMENT Incl. TERMS AND CONDITIONS

Customer Name:		Date Order was Placed:	
Contact Number:		Date Received:	
Venue:		Indoor: <input type="checkbox"/>	Surface Type:
		Outdoor: <input type="checkbox"/>	
Delivery Address:		City, State, Zip:	
Rental Date:	Start Time:	Combo/Prodcut(s): \$ _____	
	Pick Up Time:	Upgrade(s): + \$ _____	
Combo/Product(s) Rented (up to four hours):		Add-ons: + \$ _____	
		Delivery Charge: + \$ _____	
Notes:		4.712% G.E. Tax: + \$ _____	
		Additional Charges: + \$ _____	
Keiki Climbers Rep:		Subtotal: = \$ _____	
		Deposit: - \$ _____	
		Total Due: = \$ _____	

Terms & Conditions:

- Safety/Operating Instructions:** In addition to the information set forth in this agreement, customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that Keiki Climbers has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer further agrees to keep all equipment away from swimming pool(s) and any water supply. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall the customer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.

"I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE NEXT PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER 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."

_____ Customer Signature

_____ Date

_____ Print Name

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ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the first page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the front side of this agreement, the parties do further agree as follows:

2. Identity of Parties:

For the purposes of this Rental Agreement and General Release, "Lessor" or "Keiki Climbers" shall mean "Keiki Climbers", its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" boxes on the front side of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

3. Equipment, Rent, Payment, and Term of Rental Agreement:

Customer rents from "Keiki Climbers", as Lessor, that certain equipment described on the front side of this Agreement. A 25% deposit by credit card is required with each booking to secure the date. The remaining rental fee set forth is payable, in full, prior to set up on the rental date, and the rental term shall be that listed as "RENTAL PERIOD" on the front side of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by Lessor. Deposits and Advance payments must be made by credit card. Cash or credit card will be accepted should the customer pay the remaining balance prior to set up on the rental date. No checks will be accepted. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes.

4. Cancellation:

Keiki Climbers reserves the right to charge a cancellation fee. In the event of cancellation **2 weeks prior** to the event, a full refund will be issued; otherwise, the deposit will be forfeited. If Customer needs to change the date or venue of the reservation less than two weeks prior to Customer's event, it is the Customer's responsibility to contact Keiki Climbers as soon as possible. Customer's deposit can be transferred to a new reservation subject to availability; otherwise, the deposit will be forfeited. Should Keiki Climbers need to cancel Customer's reservation for any unexpected reason, a full refund will be issued.

5. Delivery, Set Up, and Collection:

Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of the Agreement. Customer grants to Lessor the right to enter the property at the said street address (Delivery Address) for delivery and required set up, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Customer is responsible for contacting the venue in advance to determine the requirements needed to set up the equipment. It is Customer's responsibility to check the site measurements for the required equipment, and also to ensure that there is adequate space surrounding the equipment. If sufficient space is not available at the venue site for the equipment ordered, Lessor reserves the right to remove certain items, at Lessor's discretion, for health and safety reasons. However, Customer will still be responsible for payment of the items that were removed. Customer is responsible for allowing a minimum of 1 hour before and after the event for Lessor to deliver, set up, and collect all equipment. Customer is responsible for ensuring easy access to the venue for unloading and loading of the equipment. Any restrictions (lack of parking, stairs, narrow doorways, etc.) must be reported to Keiki Climbers prior to the event. Failure to do so may result in delay to setting up, an additional fee being payable by Customer, or cancellation by Keiki Climbers. Customer is responsible for ensuring the area where the equipment is to be situated will be free from obstructions and debris, and that there is strictly no animal foul where the equipment is to be sited, before delivery. For outdoor events, Customer agrees that the equipment will be in a completely covered or tented environment with a flat surface. Customer acknowledges that tents must be assembled by the time Lessor arrives for delivery. Failure to do so by Customer may result in delay to setting up, an additional fee being payable by Customer, or cancellation by Keiki Climbers. Keiki Climbers will not set up the equipment on sand, mud, dirt, or parks/yards without a suitable amount of dry grass. A delivery charge, as well as any additional charges (parking, cover fees etc.), will be added to Customer's remaining rental fee. Delivery charge is based on the location from Lessor's headquarters. Keiki Climbers will endeavor to arrive and setup on time, however, Keiki Climbers cannot be held liable for delay incurred due to circumstances beyond lessor's control (for example-traffic congestion, adverse weather, fires, etc.). Lessor will deliver equipment in a clean and sanitary state. Should there be significant dirt or staining upon collection, Customer will be made liable for professional cleaning costs. This **Rental Agreement Incl. Terms and Conditions** form, as well as a **Liability Waiver and Delivery Acceptance Form** must be signed prior to set up and before the equipment is released to the Hirer.

Signature of Acknowledgement: _____

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Additional Terms and Conditions Continued

6. Receipt/Inspection of Rental Equipment:

Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

7. Possession/Title:

Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the 'Rental Period' specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the full replacement value for such Equipment as listed on the front side of the Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately.

8. Care of the Rental Equipment:

Remove shoes at all times upon using the Equipment. Socks are strongly recommended. Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Equipment will not be set-up in the event of rain or the threat of rain. Customer shall be liable to Lessor for any and all damage that is not "ordinary wear and tear" in an amount equal to the replacement value listed on the first page of this Agreement. Damage that is not "ordinary wear and tear" include, but is not limited to, cutting or tearing of vinyl, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, drying due to rain and/or not limited to sprinkler systems, hoses, etc., contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, or other materials.

9. Weather:

Lessor cannot guarantee weather conditions. If it is raining or if there are high winds (20 mph or more), Keiki Climbers will NOT set up the equipment outdoors. In the event the weather is forecast to rain or have high winds, or if the weather suddenly turns bad on the day of the event prior to set up, and no alternative indoor location has been arranged, credit will be given for a future reservation. If Lessor recommends canceling the reservation due to possible bad weather conditions and Customer decides to accept delivery of the equipment, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes. In the event that it is NOT forecast to rain, storm, or have high winds, but does so anyway after your booked time has commenced, it is Customer's responsibility to remove all children from the equipment and contact Lessor immediately. Lessor will collect the equipment as soon as possible and will issue a refund for the remaining time. If there is one hour or less left on Customer's reservation, no refunds will be given. In the event of light, passing showers, Customer agrees to remove all children from the equipment and wait for the rain to pass. Customer agrees to towel dry the equipment completely before recommencing use.

10. Equipment Problems:

Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment.

11. Duration

Customers agrees that the duration of rentals are up to 4 hours from the time Lessor completes setup or until 8:00pm, whichever comes first. Exceptions can be made on a per request basis based on availability.

Signature of Acknowledgement: _____

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Additional Terms and Conditions Continued

12. Specific Rules and Instructions for Soft Play Equipment:

The following rules must be must followed at **ALL TIMES**:

1. Keiki Climbers is a **hire only** company and does **NOT** provide supervision at the event. Customer must ensure the equipment is supervised at **ALL TIMES** by a responsible adult. Keiki Climbers or their staff accepts no liability for any damage, accidents, or injuries that may occur whilst the equipment is on hire should there not be a responsible adult supervising at the time of the incident.
2. Keiki Climbers will set up the equipment taking into account full safety of the children, and therefore large equipment, such as the ball pool, must not be moved. Keiki Climbers will not accept any liability for accidents, injury, or damage during the period of hire if this has occurred. Photographs are taken to evidence this upon setup.
3. The equipment is strictly for use by children 6 months to 4 years of age. Under no circumstances should **ADULTS** play on the equipment, as this will, in time, result in damage to the equipment or injury to the individual(s) and/or children.
4. Do not allow children with medical conditions, which may put them at risk of injury (i.e. brittle bone disease or temporary injuries), to use the equipment.
5. Avoid mixing older children on the equipment at the same time as younger ones.
6. No food, drink, or chewing gum is allowed on or near the equipment.
7. No glass, drinking glasses, or bottles to be used on or near the equipment.
8. **STRICTLY** no alcohol or drug use on or near the equipment. Keiki Climbers will not be held liable for any damage, accidents, or injury that occurs due to the consumption and effects of alcohol and/or drug use.
9. The equipment must be kept in a clean, dry condition. Any spillages must be cleaned and dried as soon as they occur-if Keiki Climbers has to have the equipment professionally cleaned before the next hire, then Customer will incur a cleaning charge.
10. Shoes **MUST** be removed before using the equipment. Adults who enter the play area or walk over the padded mats whilst supervising must remove their footwear. Any damage may result in Customer having to pay an additional fee for replacement or repair.
11. For hygienic purposes, socks should be worn at all times whilst using the equipment.
12. The Customer must ensure that all sharp objects, including but not limited to badges, eyewear, jewelry, etc. are removed prior to accessing the equipment to ensure it remains undamaged from but not limited to scratches, tears, dirt (of any kind), detached from its connecting item, and in the same working condition as delivered. If damage does occur, Customer will incur a repair or replacement charge to be paid immediately, unless otherwise agreed.
13. No face paints, party poppers, confetti, colored streamers, or silly string to be near or on the equipment as staining may occur, for which Customer will be liable.
14. Strictly **NO** acrobatics or gymnastics to be performed on the equipment.
15. Children must **NOT** push, collide, fight, or behave in a manner likely to injure or cause distress to others.
16. Always ensure that no overcrowding occurs on all equipment. Limit numbers according to the age and size of children using the equipment. Because the accommodations vary based on the age and size of the children, the following are estimates only:

COMBO/ITEM	NUMBER OF SMALL CHILDREN
Mini-hune Combo	Approximately 5-6 at a time
Little Kahuna Combo	Approximately 7-10 at a time
Big Kahuna Combo	Approximately 11-13 at a time
Ali'i Combo	Approximately 13-15 at a time

17. No furniture to be placed on the equipment as this may cause damage.
18. No smoking or barbeques near the equipment.
19. No pets or animals on or near the equipment.
20. Dismantling the equipment is **NOT** permitted.
21. In the event of rain or strong winds (for outdoor events), it is the Customer's responsibility to ensure all children are removed from the equipment and contact us immediately.

"I have read and understand the terms outlined in paragraph 12"

Signature of Acknowledgment _____

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Additional Terms and Conditions Continued

14. Limited Warranty:

Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **Lessor shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributed to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.**

15. Compliance with Laws

Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate agencies prior to use.

16. Legal Fees

In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or processing, an amount to be determined by the court or arbitrator.

17. Customer Acknowledgement:

Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all of the terms and conditions on **both sides** and that they understand its content and that they execute it freely, intelligently, and without duress of any kind.

18. Sever Ability:

If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement:

This Agreement constitutes the full agreement between Lessor and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force of effect. The receipt of the Rental Equipment that is the subject of this Rental Agreement incl. Terms and Conditions and the fact that it is in good working order is acknowledged by Customer.

Signature of Acknowledgment: _____ Date: _____