



Terms and Agreements

DELIVERY AND PICKUP

Reservation Length: All regular prices are for an **8 hour rental** term, all rentals over 8 hours will be charged according to the number of hours rented. Earliest deliveries start from 8am on the day of the event and can range to the customers desired delivery time. Pickups can range up to 3 hours after the desired pickup time. It is required to have at least a 3-hour window for delivery and pickup so drivers can make deliveries on time, otherwise, delivery and pickup times are **NOT GUARANTEED**. Latest pickup time is at 8pm. If the event goes late into the night it is recommended to choose the overnight option (additional fee depending on product rented), which we will then pickup the following morning between 8am - 12pm.

Delivery: Delivery is included for all inflatables to our regular delivery areas (check [Delivery Chart](#) for more info). Tables, Chairs, Tents, Party Extras, and Advertising Inflatables do not include delivery, an additional delivery charge will be applied. Delivery times should be arranged about 1-3 hours before the start of your event, however, deliveries will be made between 8AM and your reservation time (this is necessary in order to meet all customers' requested reservation times). The person who made the reservation or who made payment must be present during the time of delivery to sign for the rental. Customer is required to check the rented unit and all tie downs before the driver leaves because there is no guarantee that the driver can return before the pick up time. Deliveries for overnight orders are required to be scheduled for delivery no earlier than 12pm since it will be picked up the next morning.

Pickup: Pickup's will begin from your requested time, and not before, but can range up to 3 hours after (since drivers have more than one order, they may be delayed). If you are finished using the bouncers before the pickup time, you may simply unplug the unit until the driver arrives for pickup. If the driver is running late or should anything happen you will be contacted immediately to be notified. Overnight pickups are done the next morning between 8am - 12pm, usually the majority of the pickups are around 12pm.

Setup: Inflatables can be setup on grass, concrete, asphalt, hardwood, or sand. Cleaning fees apply for units to be set up on sand, customer **MUST** notify MJR during reservation. It is the Customer's responsibility to make sure there is a large enough space for setup. Customer is responsible for measuring their setup area to make sure it will fit. If, upon delivery time, MJR discovers there is not enough space for setup, then a cancellation fee may be applied up to the full amount of the rental. Hills or slight inclines in setup location should be a maximum of 5 degrees. Gates and walkways have to be a minimum of 3.5 feet wide for all inflatables and 5-11 feet wide for the following rides:

Special Circumstances Rides:

Following products require a 5 feet wide pathway and can NOT go up any steps/stairs/incline/decline

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Jumbo Carousel, Buccaneer Pirate Ship, Candy Playland, Circus Playland, Old West Playland, Princess Carriage Combo, Stagecoach Combo, Helix Slides, All 20' Slides, 20' Kraken Slide, 25' Titanic Slide, Great Shark Slide, Volcano Lava Water Slide, Human Foosball Game, 35' Obstacle Course, Inflatable Maze, Sports Fusion, Multi Sports Combo, All Mechanical Rides, Inflatable Rock Wall

Dunk Tanks - requires 6.5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline (Backyard Foldable Dunk Tanks can go through 3 foot doorway)

Euro Bungee Trampoline - requires 9 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

Human Gyroscope Ride – requires 9 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

25' Rock Wall Ride – requires 11 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

Stairs: Customer MUST inform MJR of any stairs/steps present to the area of setup. Maximum of 20 stairs/steps allowed for Bounce Houses, 10 stairs/steps for larger inflatables, and absolutely no stairs/steps allowed for products mentioned above in the Special Circumstances Rides section. If steps surpass maximum allowed there will either be a Delivery Fee applied or reservation will be cancelled and a cancellation fee will be applied.

Water Slides: Water slides require a regular garden hose (not provided) within range of the setup area. Water slides DO NOT come with mats or any cushions to be placed under the pool area, if customer wishes to place mats for extra cushion, they need to provide it during the delivery time. Water should be turned off when the water slide or slip n slide is not being used.

Tables, Chairs and Tents: Delivery of tables, chairs and tents is not included in the cost of renting the items. Unless rented with an inflatable, an additional \$30.00 delivery fee will be attached to any order consisting of these items alone. Delivery of these items is only "curbside delivery". The items will be dropped off at the renter's address, but not set up. Setup of these items is entirely the renter's responsibility. We ask that the items be prepared for pick-up just as they were dropped off; that is to say that all tables, chairs and tents should be folded and stacked as they were dropped off.

SITE PREPARATION

Customer must make sure setup site is ready, (i.e. lawns mowed, vehicles/obstacles out of the way, animal feces removed, setup location cleared) before driver is scheduled to arrive. If the site is not ready or accessible when the driver arrives, or if rented equipment cannot be moved directly on site (extra handling involved) the customer may be charged an additional delivery fee. If site is not prepared driver might be forced to leave and reschedule your delivery at a later time, in which case a delivery fee might be applied.

Underground Utilities: Please be ready to inform driver of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.), that may interfere with the ability to stake and/or anchor equipment. Customer assumes responsibility for any damage to underground equipment, or landscaping resulting from equipment installation. It is recommended you contact [DIG ALERT](#) at 8-1-1 or 800-422-4133 before our arrival.

PAYMENT

All customers are required to show a valid identification (drivers license, state issued ID, or passport) upon delivery time along with their credit card if form of payment is with a credit card.

Deposit: A deposit of 10% is required when placing an order through our website. For over the phone rentals, if you would like to pay COD, then a credit card number will be required to be placed on file for security reasons. We simply authorize the card and void the authorization, this keeps your credit card information secure and on file for 60 days in our system. We do require a credit card information for all rentals to be held on file for security reasons.

Credit Card: All major credit cards are accepted. To pay by credit card customer must pay before delivery time (either during reservation time or upon confirmation). If name on the credit card is different than the person making reservation, and the credit card owner will not be present to sign for rental, than a [Credit Card Authorization](#) form will be required to be filled out and sent in for reservation to be accepted.

Check: All payments using business checks must be made before the time of delivery. MJR must receive customers check at least 3 days before the reservation date. Checks will not be accepted during the delivery time. All returned checks will be charged a \$30 penalty fee. No personal checks accepted.

Cash: The preferred method of payment is C.O.D. (Cash on Delivery). Customer can decide to pay COD without placing any deposit (a credit card number will be required to be placed on file). Customer is required to have exact cash amount for the balance due since drivers do not carry change with them.

Collections: Any balance that is unpaid after 30 days of the event date will be sent to collections. We will make our best effort to contact you via phone and email to notify you of any unpaid balances. If after 30 days we still do not get a reply back or payment made for outstanding balances due, then we will have to send the invoice to collections for further processing.

Tax: The property is being leased (rented) in substantially the same form as acquired by the lessor (rentor) and the lessor (rentor) acquired the property in a transaction that was a retail sale with respect to which the retailer reported and paid sales tax or as to which the lessor (rentor) has paid use tax measured by the purchase price of the property. Therefore, there is no tax charged to our rental products.

CANCELATION POLICY

If a customer decides to cancel their reservation, they must do so **72 HOURS** (3 days) before their reservation day. If customer cancels their order 48 hours (1-2 days) of their reservation date, a cancellation fee of 50% of the rental total will be applied. If the customer cancels their order the day of the rental, they will be charged the whole rental amount.

If the customer cannot get a hold of the company, or has called after business hours, it is still the customer's responsibility to leave a message in the company's messaging system about cancelling their reservation or sending an email to info@magicjumpr rentals.com regarding the cancellation.

RAIN POLICY: In case of rain or severe weather conditions (high winds exceeding 20mph) during your rental date, customer is allowed to cancel the same day as delivery without any cancellation fee (also pertains to forecasts with probabilities of rain or high winds greater than 50% likelihood). **Customer MUST CALL and cancel before 7am on the day of the event (voicemail and emails before 7am are ok for cancellation).** If customer cancels the order, it

will be canceled for the rest of the rental period with no guarantee that MJR can deliver if weather conditions get better.

If customer decides to go ahead with the order even though the weather forecast says it will rain, but it is not actually raining at the time, then we will go ahead and deliver the order. However, if it does start to rain during the rental time, MJR reserves the right to cancel the order, due to safety concerns, with NO refund provided.

During rain/inclement weather, it is unsafe for anyone to play inside the inflatables, therefore we do cancel orders during raining/inclement weather days. However, since people do have events and parties that are usually planned out weeks/months before, or may take place indoors, we give customers the option to deliver the order or cancel it for days that are predicted to rain.

It is the customer's responsibility to call MJR to cancel their order or go through with it during these rain/inclement weather days before 8am . If customer decides to cancel order once MJR driver has already arrived at their location, than MJR reserves the right to charge customer a cancellation fee for not contacting before delivery and for making our driver do the labor work and drive out to your location.

PARK RESERVATIONS

Note: Customer must be present at the park at least 1-2 hours before the time of delivery.

Permits: Customer should call the local city Park and Recreation Department to inquire about their rules and regulations prior to placing order. Park permits are required from the customer prior to event date by most parks, some don't require it, so please check with park officials to make sure. If a permit is required but customer did not obtain it or falsified information, park officials may require the bouncer to be picked up during the event, in which case there will be no refund. **All permit copies must be emailed to us at permits@magicjumpr rentals.com before your event date.**

Insurance: MJR has full [liability insurance](#) and delivers to all parks that allow inflatables. Parks require the applicant to acquire additional insurance from MJR for the bouncer rental. Customer should reserve units approximately 3-4 days before event day to allow time for processing the required insurance certification with the park. For any special paperwork like endorsements or waivers of subrogation, please allow at least 1 week for processing. Additional fees may apply based on requirements.

Electricity: A 4000 watt [generator](#), or stronger, is required for all inflatable going to a park, unless park facility provides electricity and customer has ensured there will be a dedicated 15 AMP circuit available. Please contact MJR to make sure you reserve the correct amount of generators.

Water Units: Water units cannot be setup at a park since a dedicated water supply and water hose are required, something that parks don't provide for their guests.

Tables, Chairs, Umbrellas: We do not deliver tables, chairs, or umbrellas to a park unless an inflatable is added to the order. Customer always has the option to pickup tables, chairs, and umbrellas at a discounted rate.

ELECTRICITY RESPONSIBILITY

NOTE: Providing adequate electricity is solely the customers responsibility. Customer must make sure there are an adequate number of electrical outlets, with sufficient power, to keep

the units working properly. If there are no electrical outlets available at the setup location (i.e. parks, fields, parking lots), than a [Generator](#) will be required.

Electricity Outlets: Electricity outlets must be capable of providing a **dedicated minimum of 15 Amps for each blower**. Make sure the electric outlet you intend to use is equipped with a [Ground Fault Circuit Interrupter](#) (GFCI, most new electric outlets are). Please check all electricity outlets you plan to use for MJR equipment to ensure there will be an adequate supply of electricity. Insufficient electricity can create major problems during the course of the rental period (i.e. setup delays, constant deflation), therefore, we urge all customers to make preparations and exam electricity outlets to make sure they will provide sufficient electricity.

Extension Cords: Please be ready to provide extension cords to drivers if the setup location is further than 25 feet away from the outlet you plan to use. **MJR drivers DO NOT carry extension cords. However, if customer REQUESTS one, driver will make sure to carry an extension cord for their order.** Any extension cords used must be 3-prong cords that are UL and CE approved and no less than 14/3 gauge.

CONCESSION MACHINES

Mostly all concession machine rentals (except for Popcorn Machine w/Cart) are table top machines and DO NOT come with a table/stand. Customer needs to provide a table or stand along with an extension cord. All concession machines come with all the accessories needed for 100 servings. Driver is responsible for instructing customer of the correct operation of the concession machines and customer's signature of rental agreement is proof of drivers instructions. MJR also provides [operation instructions](#) on how to use the machines.

Note: [Snow Cone machine rental](#) does not include ice cubes and should be provided by the customer (can be purchased from any supermarket). It is recommended to have about 50-60 pounds of cubed ice for every 100 servings.

SUPERVISION OF INFLATABLES

Customer is responsible for supervising the safety and conduct of all participants using MJR products. Therefore, there should be a responsible and mature adult supervising the operation of the units at all times. Safety of all participants in units is the responsibility of the person supervising. All units come with safety instructions (usually located on the front of the unit), which need to be read and understood by any and all people supervising. Participants inside the units **SHOULD NOT, AT ANY TIME**, be allowed to do anything that is/are prohibited by the safety rules. Blatant disregard of the safety rules may result in physical injuries and/or additional fees for any food, silly string, or items not allowed.

MJR does provide [inflatable attendant](#) service for larger events. Attendants will come out and supervise the safety of participants using the inflatable products. However, the responsibility of making children follow attendants guidelines is the adults or parents responsibility.

THIRD-PARTY MEMBERS

All third-party members who are reserving units from MJR must first be approved by MJRs' representatives. Please contact MJR at (800) 873-8989 to receive the third-party member application and to submit it in due time. Third party members include anyone who places the reservation and who will not be present on the day of the event.

ONLINE RESERVATION

When reserving online, customer is given 15 minutes to proceed with checkout, otherwise order will be canceled once time expires to clear product availability for another customer.

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Order will not be confirmed unless customer goes through the checkout process and a deposit for 10% is processed. Once the deposit is processed a confirmation email will be automatically sent to confirm the rental.

NOTE Customers placing **orders within 24 hours of the delivery time** MUST call Magic Jump Rentals offices at 800-873-8989 to confirm rental since it is last minute. This confirmation call is required to have product prepared for rental and have driver assigned for delivery. Order may be cancelled if customer does not speak to anyone at Magic Jump Rentals within the last 24 hours. It is advised to rent over the phone at 800-873-8989 for last minute orders.

DISPUTE RESOLUTION: The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration. Mediation can be commenced by one party demanding it of the other. Mediation fees, if any, shall be divided equally among the parties. If any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate within 30 days after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. Any controversy or claim remaining unresolved after mediation shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any party filing a complaint in a court of law which is ruled to be properly venued in arbitration may, at the discretion of the arbitrator, owe the other party for any attorneys fees incurred for moving it properly to arbitration.