



MAGIC BY DAVID & CO. BOUNCE HOUSE LIABILITY FORM
PLEASE READ & SIGN

Customer agrees to abide by state and city laws in connection with COVID-19. Booking fees are nonrefundable. Booking fees are additional. **Balance is paid via CASH upon arrival.** Company checks payable to AMANDA HERSH are welcome. Companies may pay with a company credit card there is a 5% fee. If canceled by client for ANY reason 50% of outstanding balance is due and must be paid immediately. If you reschedule the event, there is a 25% rescheduling fee. The outstanding balance must be paid when you cancel the original date and reschedule. Events canceled the day of the event the full outstanding balance is due immediately. Fuel surcharge is additional and added at visit, if fuel is more than \$3.00 per gallon. You give Magic by David & Co. access to enter the property for delivery and pick up of the inflatable units. We have a **24 hour window for delivery and pick up. Inflatables may be DROPPED OFF DAY BEFORE AND PICKED UP DAY AFTER.** Time sensitive window is 4 hours for an extra \$100.00 fee. Inflatables can be left overnight, you are responsible for their security. Trailer may be left on your property or next to your property during your rental and before your rental time including overnight. It is the renters responsibility to inspect the inflatable before the delivery team leaves. Customer should point out any issues prior to the delivery team leaving otherwise it is assumed the unit is perfect. In the event the delivery team is called back for an issue; if the issue has been caused by the renter or there is no issue to be resolved there's a \$75 fee. Permitted # of persons - 4 persons max on inflatables. If permitted persons is exceeded there is a \$75 fee for excessive wear and tear. The area of where the inflatable is to be set up is to be clear of animal waste, branches, sharp objects, and toys etc. Dimensions of the units rented are on the website. Client must provide a clean area for set up with a clearance of an additional 3 feet length, width, and height. **Customer gives a 6 ft clearance to make way for dolly/inflatable. Dolly/inflatable can not go up/down stairs.** Customer may not move inflatable. Customer agrees no more than four children inside a bounce house and no more than one child on a slide at a time. All riders must remove eye wear and footwear before playing in or on an inflatable. **Absolutely NO SILLY STRING, BALLOONS, CONFETTI, GUM, CANDY, FOOD, DRINKS, ANIMALS, OR SHARP OBJECTS ALLOWED.** No flips, somersaults, any roughhousing, or wrestling allowed. An adult must be supervising children on or in any inflatable at all times. Customer must provide power. Inflatable to be within 75 feet of an outlet. The maximum distance our blowers can be from an outlet is 75 feet. We provide one 75-foot extension cord. Customer is responsible for water source and water hose for wet units. Water hose must reach the unit, but not to exceed 75 feet. A 3 110 v electrical outlet is required to power the blower and this outlet is dedicated to just the blower. Magic by David & Co. is not liable for any utility or irrigation damage caused by stakes. Customer agrees and fully accepts all associated risks to all riders in or on our inflatables. Customer agrees that all participants that use our inflatables do so at their own risk and agrees to inform all riders and parents or guardians they are using our inflatables at their own risk. Customer agrees that inflatable company can take pictures and videos of inflatables and participants and post. **DAMAGE TO ANY INFLATABLE SUCH AS A HOLE OR TEAR THE CLIENT WILL BE RESPONSIBLE WITH A \$300+ FEE. IF INFLATABLE UPON PICK UP IS DEEMED TO HAVE EXCESS DIRT/DEBRIS/FOOD ETC. INSIDE THERE'S A \$150 CLEANING CHARGE.** These fees are paid upon pickup of inflatable. Bounce houses are to remain dry and absolutely no water on or inside the bounce house. **ANY CUSTOMER WHO PUTS WATER ON A DRY SLIDE OR BOUNCE HOUSE WILL BE CHARGED A \$150 CLEANING AND DRYING FEE.** Only items rented as wet inflatables are to get wet. **DRY INFLATABLES MUST REMAIN DRY. WE PROVIDE A TARP TO COVER THE DEFLATED UNIT INCASE OF RAIN.** Dry slides are not water slides. THE INFLATABLE MUST NOT BE INFLATED WHEN RAINING UNLESS DESIGNED TO BE WET or WHEN WINDS ARE 20 MPH OR MORE. Bad weather policy: In the event of inclement weather, you could reschedule or cancel but there is a fee. If inclement weather we charge a 25% rescheduling fee or 50% cancellation fee, the customer assumes risk if bad weather occurs. Magic by David & Co. is not responsible for any injury while the inflatable unit is on customers' property. The complete and total safety of all persons on or in the inflatable units while at the address of the set up location is that of the client or customer. The customer agrees that he or she will be responsible for any ones' safety on or in the inflatable. Customer agrees they will not hold Magic by David and Company or their employees responsible for any legal, medical or liability issues for whatever the cause in relation to our inflatables. Customer agrees that they are responsible for any civil claims, medical bills, or attorney fees in relation to their friends, family, coworkers, or anybody that they allowed onto the inflatable. There should be an adult supervising any child in or on any inflatable at all times. **By signing you agree to contract #4123.**

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