

Cortland Party Co., LLC RENTAL CONTRACT

SECTION I-GENERAL

Operation: I/We (print name/s) _____ agree to provide a safe environment for the use of all items being rented and any attendant equipment by ensuring continuous supervision by competent adults. I/We agree to take full responsibility to follow the "rules of use" operation instructions provided and setup requirements and take reasonable precautions to protect the equipment from damage and misuse. I/We understand that we may designate responsible attendants or operators provided that the following conditions are met: (1) attendants must be 16 years or older; (2) attendants must thoroughly understand the proper operation of the equipment, agree to the rules of use, and know its specific inherent hazards; (3) attendants must be under direct supervision of renter or renting organizations authorized agents and have immediate access to them; (4) attendant must have command presence necessary to maintain order of their responsible area; (5) attendants may only operate or supervise one piece of equipment at a time; (6) attendants must not be under influence of any drugs or alcohol. I/we acknowledge that the designation of such attendants does not transfer liability.

Terms of Rental: I/We understand and acknowledge that the activity to be engaged in through the, rental of an inflatable ride, interactive amusement device, dunk tank, carnival style games, activity equipment and/or any other items being rented, brings with it the both known and unanticipated risks to myself, my guests, and to my invites. Those risks include, but are not limited to falling, slipping, crashing, colliding, and could result in injuries, illness, disease, emotional distress, death and/or property damage to myself and/or my guest and invites.

I/We understand and acknowledge that professional food concession equipment offered by Cortland Party Co., LLC may employ extremely hot cooking surfaces, scalding hot liquids, high speed rotating cutters, fast moving parts, high voltage electricity, powerful mechanical drives, open flames and other hazards. Improper use, proper use, or unforeseen mechanical failure may result in serious burns, cuts, loss of digits, loss of vision, broken bones, illness, disease, emotional distress, death and/or property damage to myself and/or my guest and invites.

I/We agree to hold harmless and indemnify Cortland Party Co., LLC and their agents and representatives from damages or injury to persons and property resulting from the use and rental of equipment provided by Cortland Party Co., LLC. In the event Cortland Party Co., LLC, should institute suit in court in connections with any dispute or matter arising under this contract, Cortland Party Co., LLC in the event it prevails, shall be entitled to recover from the renter of the equipment Cortland Party Co., LLC, attorney's fees in reasonable amount, which shall be determined by the court, and included in the judgement in said suit.

I/We agree to have in effect a policy of liability insurance, which by its nature will afford coverage for the ongoing activities utilizing the equipment of Cortland Party Co., LLC, and to provide proof of such insurance upon demand by any agent from Cortland Party Co., LLC.

I/We agree that in the event of an accident, we will cease operations immediately and contact Cortland Party Co., LLC promptly after any necessary emergency action is taken.

I/We understand that although Cortland Party Co., LLC carries a general liability insurance policy, this in no way implies liability on the part of Cortland Party Co., LLC.

Payment & Cancellation Policy: In order to hold a reservation, a deposit of 50% is required within 10 days of reservation. The balance is due upon delivery. I/We agree to provide at least 5 days notice to Cortland Party Co., LLC, in the event of a cancellation of the planned activities. Failure to notify Cortland Party Co., LLC of cancellation may result in forfeiture of deposit. In the event of rain and or strong winds such that the equipment cannot be safely used, I/We may cancel delivery without penalty. For inclement weather cancellations, the deposit will either be returned or credited to a newly scheduled date, at my/our choice, provided that the desired equipment and dates are available. Cortland Party Co., LLC retains the right at its discretion to not leave certain equipment at my/our premises due to space constraints, ground conditions, unsafe location and/or inclement weather forecast. In the event that Cortland Party Co., LLC refuses delivery for any reason, Cortland Party Co., LLC will not be held liable for any damages beyond deposits or fees paid up to the rental cost of the items.

Setup Requirements/General:

Renter is responsible to ensure that a grounded electrical outlet is available within 100 feet for each piece of equipment as applicable. Equipment may only be powered by extension cords provided by Cortland Party Co., LLC. In the event of electrical failure, or unavailability of suitable power, no refunds or credits will be adjusted by Cortland Party Co., LLC. Cortland Party Co., LLC has generators available at an additional charge if electrical availability is a concern.

SECTION II- INFLATABLE UNITS & ATTRACTIONS

Setup requirements/ Inflatable and attractions

Inflatable devices must be set up over a smooth, reasonably flat surface. The area must be clear of rocks, debris, animal waste, and other objects, which may interfere with the use or damage Cortland Party Co., LLC equipment. The unit must have a minimum clearance of 5 feet on all sides at all times. Contact Cortland Party Co., LLC for overall dimensions of specific units.

In the event that equipment must be placed on hard surfaces such as concrete, blacktop, or gymnasium floor, Cortland Party Co., LLC must be notified in advance. This is to ensure proper availability of weights, surface padding and overall suitability. Additional charges may apply.

Equipment must be anchored prior to use. Anchors may not be moved or adjusted by anyone other than Cortland Party Co. personnel. Equipment shall not be relocated during the activities unless prior notice is given to Cortland Party Co., LLC and its representatives are afforded an opportunity to move the equipment as deemed necessary and feasible.

Renter agrees to provide sufficient night lighting in the event the activities are held or continue into the evening hours. Set up time is approximately one half-hour prior to the time booked.

Rules of Use/ Inflatable Units

1. Attendant 16 years or older required at all times Do not operate any equipment without a responsible attendant.
2. All users must be of similar size and strength. Follow bounce capacities posted with each unit, not to exceed 8 users at any time on any bounce. Inflatable slide, obstacle courses and similar large attractions are monitored by Cortland Party staff. Users must follow instructions of Cortland Party staff.
3. All users must be physically able to participate in activities without assistance. Adults may not "carry" or otherwise assist toddlers or infants up climbing surfaces.
4. Remove shoes before entering.
5. Remove eyeglasses, contact lenses and any sharp objects. No necklaces, beads, pins buckles or jewelry.
6. No flips are allowed.
7. Do not climb netting or other containment surfaces.
8. Wrestling or horseplay is prohibited.
9. Do not allow all users to run in the same direction to avoid tipping the bounce.
10. No face paints allowed in/on inflatables.
11. No use of fireworks or silly string on or around inflatables. (Silly string will melt the vinyl and cause serious damage.)
12. Persons who are physically impaired, injured, wearing casts, have heart conditions or are pregnant should not use inflatable amusements.

Rules of Use/ Dunk Tank

1. Operator 16 years or older must be present at all times. Do not operate without a responsible operator present.
2. Tank must be filled to within 4" of the top of tank.
3. Dunkee must be a physically fit person over 50" tall.
4. Non-swimmers or persons with fear of water are not suitable as Dunkee.
5. Do not allow players possession of ball before Dunkee is in position. Failure to follow this procedure may result in serious injury or death from premature triggering of dunk seat.
6. Operator must ensure Dunkee is ready and in position before allowing players to throw balls.
7. Do not allow anyone to touch the trigger mechanism or play behind or around unit.
8. Dunkee should be seated as far forward as possible with hands on lap at all times.
9. Dunkee should wear athletic shoes to prevent slipping when entering and exiting dunk tank.

SECTION III -CONCESSION EQUIPMENT

I/We understand that Cortland Party Co., LLC agrees to provide professionally manufactured food service equipment that is maintained in accordance with manufacturers recommendations. Cortland Party Co., LLC will not modify any equipment outside of exact specifications and use only parts provided or recommended by the manufacturer. Cortland Party., LLC does not guarantee any equipment to be free of cosmetic defects that do not affect the safety or operation of the equipment.

INITIAL _____

Setup Requirements/Concessions:

In the event of inclement weather, equipment must be located under roof to prevent equipment from damage and/or associated electrical hazards.

Equipment must be located away from games or activities to prevent unintended contact of children, or sports equipment such as stray balls, Frisbees, etc. to concessions.

I/We agree to provide a suitable sturdy table for location of concession equipment, folding "card tables" or lightweight patio tables are not suitable to support of heavy equipment. I/We agree to be liable for any damages caused by structural failure/ collapsing of provided table.

Rules of Use For All Concession Equipment

1. No person under the age of 16 years may operate equipment unless that person is provided by Cortland Party Co.,LLC.
2. Do not attempt to disable, override or cheat any safety mechanisms.
3. Cords must be run outside of walkways to prevent tripping, and staked or taped down wherever foot traffic may potentially occur.
4. All precautions shall be taken to prevent children from contacting, operating or self serving from concession equipment.
5. Do not operate in rain or wet locations.
6. Use of food handling gloves is required by Cortland Party Co., LLC staff and strongly encouraged by all users.
7. Power down and secure equipment when not in use.

Rules of Use for Specific Concession Equipment

Hot Dog Cookers

1. Use only commercially produced precooked wieners/hot dogs. Do not use raw meats or sausages.
2. Load and remove hot dogs from racks or grooves only with food handling tongs to prevent contact with hot surfaces.
3. Turn power switch off when loading or removing hot dogs to prevent inadvertent binding or tangling with mechanical drives.
4. Maintain proper water levels in food warmers (when applicable)

Cotton Candy Makers

1. Turn off power before adding floss mix to spinner head. Do not overflow.
2. Keep hands away from rotating spinner in center of machine during use.
3. Protective clear bubble must remain in place at all times to prevent unauthorized hands in the bowl and also to contain any debris that may dislodge from spinner head in the event of mechanical failure.

Sno-Kone/Ice shavers

1. Keep hands and fingers clear of rotating cutter head.
2. Never place hands in ice chute for any reason.
3. If ice becomes lodged in ice chute, DO NOT put hands or foreign objects in chute to clear lodged ice. Simply wait for ice to melt.
4. Do not allow children to self serve flavorings to avoid breakage of glass containers.
5. Ice machines typically drip or "sweat". Keep table and surrounding area dry to avoid slippery surface and water contact with electric cords.

Popcorn Poppers

1. Kettles and other metal surfaces are very hot. Avoid contact with metal surfaces.
2. Do not overflow kettle with oil or popping corn.
3. Use only oil approved for poppers in kettle. Never place butter, lard or any other liquid in kettle.
4. If glass heating bulb becomes broken, do not attempt to serve popcorn. Contact Cortland Party Co., LLC for guidance.

Nacho Warmers/Cheese Machines

1. Avoid contact with hot metal surfaces.
2. Maintain proper water level in food warmers (when applicable).
3. Do not allow children to self serve to avoid tipping chip warmers or accidental contact with hot cheese or scalding water.

SECTION IV-GAMES

Rules of use/ Games & Activities

1. Games and Activities require responsible supervision or operation at all times.
2. Ensure that games and activity participants are of appropriate age and physical ability to the game being offered.
3. Persons who are physically impaired, injured, have heart conditions or are pregnant should not participate in activities such as sack races, tug-of-war, big foot or limbo.
4. Do not allow children to climb on games or use games in a manner inconsistent with its intended use. No horseplay with games.
5. Use only game accessories provided including bean bags, balls, rings, putting clubs, etc. Use of unauthorized accessories may result in damage to games at renters expense.
6. Do not allow children to remove accessories from game proximity or use improperly. Pay special attention to sports equipment such as putting clubs.
7. Spin-art machine must have responsible attendant 16 years or older.

SECTION V- AGREEMENT

I/We have read and understand and agree to abide by all of the terms of this contract.

 Name of Renter or Organization Date

 Signature of Renter

PLEASE SIGN AND DATE ONE COPY WHERE INDICATED. SAVE ONE COPY FOR YOUR RECORDS. SEND SIGNED COPY WITH DEPOSIT TO:

CORTLAND PARTY CO., LLC
 5803 THOMPSON CLARK RD.
 BRISTOL, OHIO 44402