

CUSTOMER CONTRACT

THIS CUSTOMER CONTRACT (“**Contract**”) is made to be effective as of this _____ day of _____, 202_ (“**Effective Date**”), by and between FUN 4 ALL SENSORY & SOFTPLAY LLC, a Georgia limited liability company located at 6941 Foxmoor Way, Douglasville, GA, 30134 (the “**Company**”); and [Customer Name], a [Customer Entity] located at [Address] (the “**Customer**”). The Company and the Customer may sometimes be individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, the Company is engaged in the business of providing sensory and softplay rental equipment (the “**Equipment**”) to the Public;

WHEREAS, the Customer desires to engage the Company to rent the Equipment from Company; and

WHEREAS, the Company desires to accept such engagement and provide the Equipment for Customer to rent, pursuant to the terms and conditions as set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and of the mutual benefits to be gained by the performance thereof, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Equipment Rental:** Customer wishes to rent the following Equipment:
[Insert description of Equipment]
2. **Payment.** Customer wishes to rent the Equipment for [date and time] and agrees to pay a rental fee in the amount of _____ Dollars (\$) per [hour/day]. The Company requires a deposit in the amount of \$ _____, upon execution of this Agreement, which shall be applied toward the total rental fee provided that Customer returns the Equipment in the same or similar condition as it was when initially provided to Customer.
3. **Customer’s Representation and Warranties.**
 - A. Although Company will take any and all preventative action within its control to reasonably prevent any injuries (in accordance with industry and legal standards), CUSTOMER RECOGNIZES AND ACKNOWLEDGES THAT USE OF THE EQUIPMENT MAY RESULT IN INJURIES, DISTRESS, ILLNESS, DAMAGE TO PERSONAL PROPERTY (THE “**RISKS**”), WHICH MAY ARISE AS A RESULT OF CUSTOMER’S OWN, CUSTOMER’S CHILD(REN)’S, AND CUSTOMER’S GUESTS’ PARTICIPATION IN THE ACTIVITIES RELATED TO, OR IN CONNECTION WITH, RENTING AND USE OF THE EQUIPMENT.
 - B. Customer, on behalf of themselves, their heirs, executors, administrators, representatives, successors, assigns and next of kin, agree to hold harmless

Company and its officers, directors, members, employees, managers, supervisors, agents, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns from, and agree not to sue concerning, or in any manner to institute, prosecute or pursue, any claim, complaint, charge, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, for any injury or claim arising from the Risks that Customer, Customer's minor child(ren) and guests may sustain resulting from the use of the Equipment, and further waive and relinquish any and all claims against Company and its owners, operators, and other representatives.

C. Customer acknowledges and agrees to assume full responsibility of the Risks and any resulting injuries, property damage, loss, or death, which Customer, Customer's minor child(ren) or guests may sustain as a result of participating in any and all activities connected with or associated with the Equipment. I agree to indemnify, defend, and hold harmless Company, its affiliates officers, directors, employees, agents, contractors and subcontractors, from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) sustained or incurred by or asserted against Company by reason of, or arising out of, any negligence or breach of duty committed by Customer, Customer's child(ren) or guests.

D. CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF CLAIMS AND UNDERSTANDS AND CONFIRMS THAT BY SIGNING THIS CONTRACT CUSTOMER MAY HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS. CUSTOMER AGREES THAT THEY HAVE SIGNED THIS CONTRACT UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE, OR GUARANTEE BEING COMMUNICATED TO CUSTOMER. CUSTOMER'S SIGNATURE, BELOW IS PROOF OF THEIR INTENTION TO EXECUTE A COMPLETE AN UNCONDITIONAL WAIVER AND RELEASE OF COMPANY FROM ANY LIABILITY TO THE FULLEST EXTENT OF THE LAW.

4. **Assignment.** The Parties shall not assign or transfer their rights, duties, or obligations under this Contract unless the other Party hereto consents to such assignment in writing prior to any such assignment. Such consent shall not be unreasonably withheld.

5. **Severability.** If any term or part of this Contract shall be determined to be invalid, illegal, or unenforceable in whole or in part, the validity of the remaining part of such term or the validity of any other term of this Contract shall not in any way be affected.

6. **Binding Contract.** This Contract shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

7. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one Contract, and the signatures of any Party to any counterpart shall be deemed to be a signature, and may be appended to, any other counterpart.

8. **Entire Agreement.** This Contract, along with the Exhibits attached hereto and any documents or instruments delivered in accordance herewith, constitutes the entire agreement of the Parties hereto regarding the subject matter hereof and supersedes all prior agreements, written or oral, regarding the subject matter hereof.

9. **No Waiver.** No waiver of any of the provisions of this Contract shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly agreed upon in writing.

22. **Amendment.** This Contract may not be modified, altered, or rescinded except by written agreement signed by the Parties hereto.

23. **Choice of Law.** This Contract, and the rights of the Parties hereunder, shall be interpreted in accordance with the internal laws of the State of Georgia, as if it were made and performed entirely in Georgia by persons domiciled therein.

24. **Force Majeure.** In the event this Contract is rendered incapable of performance by either Party for any reason beyond its reasonable control, including without limitation: acts of God, civil disorder, military operations, national or local emergency, acts of the Government or other competent authority, labor dispute, fire, floods, or failure of transmission facilities, then such non-performance shall not constitute a breach of this Contract and the Party in default shall be excused from its performance of such obligations during the period such Party is prevented from performing by such reason; provided, however, that each of the Parties shall promptly notify the other of the extent and probable duration of non-performance.

25. **Miscellaneous Terms And Conditions.**

A. SUPERVISION. Customer understands and agrees that all children, guests, and any other persons using or present during the rental of the inflatable, are Customer's responsibility during the entire time Customer will be using and renting the Equipment, and **parents and guardians are required to be on the premises at all times to supervise children under the age of eighteen (18). Customer will ensure to abide by any age or capacity restrictions for the Equipment that Customer will be renting, and that any person who will be participating or present during use of the Equipment are physically, mentally and emotionally fit to participate in such activities.**

B. LOCATION OF RENTALS DURING USE. Customer agrees that the Equipment will be inspected by Customer and must be found to be in good working condition prior to use. Customer will measure to ensure that it fits comfortably in Customer's desired location, with enough space around the parameter for other activities and sitting room. Customer understands that while

the Equipment is designed to be durable, it is not impenetrable. Grass or carpet surfaces are preferred, because they are easier on the material and safer for users. Customer will not set up or move the set up of the Equipment to any location that will damage the Equipment including rocky, rough, or uneven terrain, due to the risk of damage to the Equipment or injury.

- C. WEATHER. Customer understands that the Equipment must never be used in inclement weather or windy conditions, which could create a potentially dangerous situation for those in and around the Equipment. If there are wind gusts up to 10 MPH, Customer will remove all individuals from the Equipment to ensure safety of all participants. Customer takes full responsibility in making sure the Equipment is setup correctly, as required in the instructions provided, and Customer will make sure everything is securely attached, prior to use.
- D. INSURANCE. Customer understands that insurance for liability, health, and medical or disability coverage in any way related to the Equipment is the sole responsibility of Customer and its guests.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under seal to be effective as of the Effective Date.

THE COMPANY:

FUN 4 ALL SENSORY & SOFTPLAY LLC

By: _____
[Printed Name, title]

THE CUSTOMER:

By: _____
[Printed Name]

