

# HOUSTON MARGARITA RENTAL RENTAL CONTRACT

## SECTION I: GENERAL PROVISIONS

### Operation

1. I / We (print names) \_\_\_\_\_ warrant and guarantee that I / We have the right of the owner of the property to use same for the equipment I have rented from Houston Margarita Rental.
2. I / We 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 and setup requirements, and take all precautions to protect the equipment from damage and misuse, and to protect any anticipated user of any rented equipment or any person that may reasonably be in the immediate area of the rented equipment while in use.
3. I / We understand we may designate responsible attendants or operators provided that the following conditions are met:
  - (a) Sufficient attendants must be present for all equipment and attractions.
  - (b) Attendants must be 18 years or older;
  - (c) Attendants must thoroughly understand the proper operation of the equipment, agree to the rules of use, and know its specific inherent hazards;
  - (d) Attendants must be under direct supervision of renter or renting organizations' authorized agents, and have immediate access to them;
  - (e) Attendant must have command presence necessary to maintain order of their responsible area;
  - (f) Attendants may only operate or supervise one piece of equipment at a time;
  - (g) Attendants must not be under the influence of any drugs or alcohol.
  - (h) I / We acknowledge that the designation of such attendants does not transfer liability.

### Terms of Rental

4. I / We understand and acknowledge that the activity to be engaged in through the rental of an inflatable ride, interactive amusement device, margarita/slushy machine, dunk tank, carnival style games, activity equipment and/or any other items being rented, brings with it both known and unanticipated risks to myself, my guests, and to my invitees. Those risks include, but are not limited to falling, slipping, crashing, colliding, burning, cutting, broken bones, and could result in injuries to eyes, nose, mouth, or limbs, illness, disease, emotional distress, death and/or property damage to me and/or my guest and invitees.
5. I / We understand and acknowledge that professional food concession equipment offered by Houston Margarita Rental 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 guests and invitees.
6. I / We agree to hold harmless and indemnify Houston Margarita Rental and their agents and representatives for damages or injury to persons and property resulting from the use and rental of equipment provided by Houston Margarita Rental. In the event Houston Margarita Rental should institute suit in court in connection with any disputed matter relative to this contract, or in the event a suit is brought against Houston Margarita Rental, arising out the use and rental of any equipment provided pursuant to this contract by Houston Margarita Rental, I / We shall be liable for all attorney fees and costs Houston Margarita Rental may reasonably incur.
7. I / We agree that in the event of an accident, we will cease operations immediately and contact Houston Margarita Rental promptly after any necessary emergency action is taken.
8. Houston Margarita Rental does not guarantee any equipment to be free of cosmetic, manufacturers, nor other defect that may affect the safety or operation of the equipment.
9. I / We acknowledge that in the event any rental equipment is damaged or destroyed, I / We are liable for its repair or replacement cost.

### Payment and Cancellation Policy

1. The balance is due upon delivery.
2. I / We agree to provide at least five days' notice to Houston Margarita Rental in the event of a cancellation.
3. 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, provided the desired equipment and dates are available.
4. In the event that I / We decide to cancel the reservation once Houston Margarita Rental' delivery team has setup the Rental Item(s), I / We agree to pay Houston Margarita Rental a minimum of \$25, to the Amount of the Delivery Fee.
5. Houston Margarita Rental retains the right at its discretion to not leave all or certain equipment at my / our premises due to space constraints, ground conditions, unsafe location or condition, inclement weather forecast, or any other reason which Houston Margarita Rental has the sole right to ascertain. In the event that Houston Margarita Rental refuses delivery for any reason, Houston Margarita Rental will not be held liable for any damages.

## SECTION II: INFLATABLE UNITS & ATTRACTIONS

In addition to all rules and provisions set forth here above, the following applies specifically to inflatable units and attractions.

### Set-Up Requirements / Inflatable and Attractions

1. The first thing you need to do is measure. Make sure you know where you want your rental item(s) and there is enough room.
2. I / We acknowledge that landscaping, yards, decorative lawn fixtures, or other related items may be damaged as a result of the use of any equipment Houston Margarita Rental provides pursuant to this contract.
3. If electricity is required, make sure your outside plug is working-- test it! A standard 110 outlet within 100 feet is required. It is best that the outlet not be shared with other large equipment.
4. The bounce site should be relatively level. Nor more than a 6 inch slope per 10 feet for operation.

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5. Inflatable devices must be set up over a smooth, flat surface. The area must be clear of rocks, debris, animal waste, and other objects which may interfere with the use of or damage Houston Margarita Rental equipment. The unit must have a minimum clearance of 5 feet on all sides at all times. Contact Houston Margarita Rental for overall dimensions of specific units.
6. For waterslide rental, it is best not to water your lawn for a few days (or maybe even the whole week) before your party. Waterslides use a lot of water, and that water will be absorbed better if your lawn needs the water. This will help eliminate pooling in the yard.
7. In the event that equipment must be placed on hard surfaces such as concrete, blacktop, or a gymnasium floor, Houston Margarita Rental must be notified in advance. This is to ensure proper availability of weights, surface padding and overall suitability. Additional charges may apply.
8. Equipment must be anchored prior to use. Anchors may not be moved or adjusted by anyone other than Houston Margarita Rental personnel. Equipment shall not be relocated during the activities unless prior notice is given to Houston Margarita Rental and its representatives are afforded an opportunity to move the equipment as deemed necessary and feasible.
9. 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.

**Note:** If at Houston Margarita Rental's sole discretion no suitable location can be found for any equipment, as outlined herein, the equipment will not be used.

### **Additional Rules of Use / Inflatable Units**

1. An attendant 18 years of age or older is required at all times. Do not operate any equipment without a responsible attendant.
2. Attendants must read and understand all operation manuals and user instructions.
3. All users must be of similar size and strength and not more than 4 individuals in bounce houses. Follow bounce capacities posted with each unit. Users must follow instructions of Houston Margarita Rental.
4. 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.
5. All riders must remove their shoes.
6. Remove eyeglasses, contact lenses and any sharp objects. No necklaces, beads, pins, buckles, or jewelry.
7. No flips, wrestling or other forms of rough housing are allowed in the inflatables.
8. Do not climb netting or other containment surfaces.
9. Do not allow all users to run in the same direction to avoid tipping the bounce.
10. Do not allow users to come into contact with each other.
11. No face paints allowed in/on inflatables.
12. No use of fireworks or silly string on or around inflatables. (Silly string will melt the vinyl and cause serious damage).
13. Persons who are physically impaired, injured, wearing casts, have heart conditions or are pregnant should not use inflatable amusements.
14. Do not sit or lay down while others are bouncing around.

### **Additional Rules of Use / Dunk Tank**

1. An operator 18 years of age or older must be present at all times. Do not operate without a responsible operator present.
2. Attendants must read and understand all operation manuals and user instructions.
3. Tank must be filled to within 4" of the top of the tank.
4. Dunkee must be a physically fit person over 50" tall.
5. Non-swimmers, pregnant women or persons with fear of water, shall not serve as Dunkees.
6. Operator must assure that no one touches the triggering mechanism or play behind or around unit.
7. Dunkee should be seated as far forward as possible with hands on lap at all times.
8. Dunkee should wear athletic shoes to prevent slipping when entering and exiting dunk tank.
9. Do not allow any person to hold or throw the ball at the dunk tank target before the Dunkee is in position and has acknowledged he or she is ready to proceed. Failure to follow this procedure may result in serious injury or death.

### **SECTION III: CONCESSION EQUIPMENT**

In addition to all relevant provisions set forth here above, the following applies specifically to concessions equipment. I / We understand that Houston Margarita Rental agrees to provide professionally manufactured food service equipment that is maintained in accordance with manufacturers' recommendations. Houston Margarita Rental will not modify any equipment outside of exact specification and use only parts provided or recommended by the manufacturer. Houston Margarita Rental does not guarantee any equipment to be free of cosmetic, manufacturers or other defects that may affect the safety or operation of the equipment.

### **Set-Up Requirements / Concessions:**

1. In the event of inclement weather, equipment must be located under a roof to prevent equipment damage and/or associated electrical hazards.
2. 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.
3. 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 heavy equipment. I / We agree to be liable for any damages caused by structural failure / collapsing of provided table.
4. Renter is responsible to ensure that sufficient grounded electrical outlets are available within 100 feet of each piece of equipment as applicable. Equipment may only be powered by extension cords provided by Houston Margarita Rental. In the event of electrical failure, or unavailability of suitable power, no refunds or credits will be adjusted by Houston Margarita Rental.

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### Additional Rules of Use For All Concession Equipment

1. Houston Margarita Rental has the sole discretion to determine whether we have a sufficient and proper location to place and set up any and all concession equipment. If at Houston Margarita Rental sole discretion no suitable location can be found nor proper set up available, the equipment will not be put in use. There will be no refund for same.
2. No person under the age of 18 years may operate equipment unless that person is provided by Houston Margarita Rental.
3. All persons operating the equipment must read and understand all user instructions.
4. Do not attempt to disable, override or cheat any safety mechanisms.
5. Cords must be run outside of walkways to prevent tripping, and staked or taped down wherever foot traffic may potentially occur.
6. No children under the age of 18 will be allowed to come near or in contact with, operate, or serve food.
7. Do not operate in rain or wet locations.
8. Anyone handling foodstuff shall wear food handling gloves.
9. Power down and secure equipment when not in use.
10. All foodstuffs used shall be wholesome, clean, unadulterated, and not spoiled.
11. Renters, operators and users will follow all safe handling instructions for any kind of food product used.
12. No child under the age of 18 shall be allowed to come near or in contact with any concession equipment.

### Additional Rules of Use For Specific Concession Equipment

#### Cotton Candy Makers

1. Turn off power before adding floss mix to spinner head. Do not overfill.
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 overfill 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 Houston Margarita Rental for guidance.

#### Margarita / Slushy Machine

1. The machine must be plugged into a 15amp dedicated circuit with nothing else plugged into it. Do not use an extension cord.
2. First, remove lid and pour mix into the top of the machine
3. Now turn the machine setting to the ON position.

**Single Stainless Steel Machine** - the ON-OFF-CLEAN switch is located at the top left front of the machine (under the lighted logo panel). Do this at least ½ hour to 1 hour prior to serving drinks, when the MIX LOW light comes on start adding additional mix. If you want to serve a different flavor now would be the time to change flavors, just add the new flavor mix.

**Double Bowl** – switch Auger and Freeze up (leave chill off) Switch center Button up to Power On.

4. **Single Stainless Steel** - You will know when you get to the end of the mix as it comes out in thick drops, to dispense remaining mix turn the machine setting to the CLEAN position (switch to the right) for a few minutes, at the end of the party just turn the machine setting to the OFF position

**Double Bowl** - switch Center Button down and Auger and Freeze buttons down.

5. Machines are only to be used INDOORS. The Margarita / Slushy machine are NOT for outdoor usage.

**(PLEASE DO NOT LEAVE THE MACHINE ON OVERNIGHT OR WHEN NOT IN USE).**

### SECTION IV: MEDIA, GAMES and ACTIVITIES

In addition to all provisions set forth here above, the following applies specifically to games.

#### Rules of Use for Media, Games & Activities

1. Games, Media and activities require responsible supervision or operation by an adult 18 years of age or older.
2. Attendants must read and understand all user instructions.
3. Ensure that games and activity participants are of appropriate age and physical ability to the game being offered.
4. Persons who are physically impaired, injured, have heart conditions or are pregnant shall not participate in activities.
5. Do not allow children to climb on games or use games in a manner inconsistent with its intended use. No horseplay with games.
6. Use only game accessories provided. Use of unauthorized accessories may result in damage to games at renter's expense.
7. Do not allow children to remove accessories from game proximity or use improperly or unsupervised. All game accessories must be used as the manufacturer intended. Pay special attention to sports equipment such as putting clubs.
8. If Media is not under cover and it begins to rain, user must unplug all equipment from electrical outlets and put media equipment under cover immediately.

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9. Do not operate media if not properly trained on functionality.
10. If necessary place trash bags over speakers to prevent from getting soaked.
11. Keep children 5 ft from all media equipment to prevent from tipping over and breaking.

**SECTION V: Emergency Procedures**

**Loss of Power**

1. If the inflatable loses power, don't panic! Help the kids exit the unit quickly but don't scare them- most moonwalks have enough air in them to sink gently to the ground, making it tricky to walk but a soft landing. Usually, there is only a roof above and plenty of ventilation through the windows- a child is more likely to hurt themselves in a panic than they are to get injured by the inflatable itself.
2. Someone should immediately check to make sure the blower hasn't been turned off or unplugged. Check extension cords as well. It's likely someone pulled the plug from the outlet or tripped over an extension cord and unplugged it. Turn the blower back on and the unit will quickly re-inflate.
3. If the unit became unplugged because it moved and pulled the plug from the outlet, your unit is not secured well enough. Check the stakes or sandbags and make sure the kids are not playing too wildly (ie, throwing themselves against the walls.)
4. If everything is still plugged in and turned on, check your fuse box or breaker box. If the breaker has been tripped, see what else is on that same circuit before turning it back on. The circuit is overloaded. Either unplug other items on the same circuit or plug the inflatable into a different outlet on a different circuit.
5. If other items still work on that outlet (test it with a hair dryer) then the blower is damaged. Call your inflatable rental company and let them know what happened. If anything unusual happened before the blower stopped working (rain, something spilled on blower, something hit the blower) be sure to let the rental company know so they can determine how to fix the problem.

**Rain**

Do not use the moonwalk in rainy conditions. Wet vinyl is slippery and children are more likely to fall and knock into each other.

In general, we prefer you leave the unit up and running in light rain as the air pressure prevents too much water from getting into the base. If the rain looks like it's going to last a while or be heavy, do the following:

- 1) Turn the power off
- 2) Remove the blower from the unit and take indoors or to a covered area
- 3) Untie the sandbags or stakes from one side of the unit and fold it over on itself to prevent too much water from getting into the unit.

**Wind or Movement**

If anchors come loose during operation, cease operation and call (832)-738-9999.

**ACKNOWLEDGMENT AND AGREEMENT**

I / We, \_\_\_\_\_, hereby acknowledge that I/we have read and fully understand Houston Margarita Rental' rental contract; that I / we will abide by all its terms and conditions; and that I/we have read and understood all user instructions provided by Houston Margarita Rental. I/we fully understand the potential for unanticipated danger associated with use of any and all equipment provided by Houston Margarita Rental.

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

\_\_\_\_\_  
Name of Renter Organization

Signature of Renter	<b>TX DL #</b>	<b>Date</b>
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Signature of Renter	<b>TX DL #</b>	<b>Date</b>
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