

OVER THE MOON SOFTPLAY, LLC.

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The contract made between \_\_\_\_\_ and Over the Moon Softplay, LLC on \_\_\_\_\_.

Note: A retainer fee of \$50.00 along with this contract, waiver and rules must be completed and signed within 24 hours to reserve event date.

**POLICY**

**Retainers**

At time of booking, a retainer fee of \$50.00 and signed contract will be required before reserving event day. Remaining balance will need to be paid 48 hours before event day or charged to credit card on file. Failure to pay balance 48 hours before event day will result in cancellation of event with NO REFUNDS on deposit. **\*\* If booked less than 48 hours before event then full payment is due at booking time.** X \_\_\_\_\_ initial here

**Cancellations**

For any reason you need to cancel/reschedule your reservation be sure to notify us as soon as possible @ [Overthemoonsoftplay@yahoo.com](mailto:Overthemoonsoftplay@yahoo.com). Cancellations are available with notice 8-14 days prior to event with full refund. Cancellations are available 5-7 days with refunds except for retainer fee. If less than 2 days NO refunds, however event date can be rescheduled with Over the Moon Softplay, LLC. if future date available. **FULL REFUNDS ONLY AVAILABLE 8 DAYS OR MORE BEFORE EVENT OR IF OVER THE MOON SOFTPLAY CANCELS EVENT.** x \_\_\_\_\_ initial here

**Weather Conditions**

If you are hosting an outdoor event, YOU assume all weather-related risks. "Before setup" if it should rain, we will work with you for solutions. If you are unable to setup indoors, we will work to reschedule event if date available. **If after setup completed it starts to storm and event must be packed up early there is no refunds or reschedules.** x \_\_\_\_\_ initial

**Outdoor Booking**

If you need set up at a park you will need to contact the park in advance to determine the requirements needed to set up. We are insured and can get a certificate if needed. We require 3 day notice for certificate request. We will require a shaded area or a suitable cover in the form of a canopy tent, or pavilion, as the equipment will get hot in direct sunlight. Tents can be rented for an additional charge. a tarp will be provided, but please make sure the ground is flat, dry, and clear from glass, debris, and animal feces. We do not set up on dirt. (Photo of setup area must be provided). x \_\_\_\_\_ initial here

**Set Up/Take Down**

Renter is responsible for clearing all areas needed for equipment and must be present at the time of delivery AND pick up. Please allow between 1 to 2 hours set up and break down time depending, on your package size. NO CONTACT/KIDS are allowed within 6ft of the setup area during set-up and break down due to maintaining social distancing. Please make sure we have a proper parking space to deliver and pick-up equipment to avoid any additional fees! **Additional fees May apply if we deliver via stairs or to venues located at Long distance from the loading zone (including Parks, large estates or any location that presents delivery/pick up complications)!** x \_\_\_\_\_ initial here

**Equipment Cleaning Care**

To reduce the number of germs and therefore the spread of disease or illness we ask that you immediately disinfect any equipment that has come into contact with the following situations: Leaked soil diapers, vomit, blood, or mucous. A disinfectant will be provided by Over the Moon Softplay, LLC. to ensure proper sterilization that is safe for all, including the equipment. Lessee assumes all risks related to Covid-19 due to social gathering. A cleaning/damage fee of \$50.00 deposit will be required on event day before set-up and will be returned when picking up equipment if no damages and equipment is not soiled beyond reason. x \_\_\_\_\_ initial here

**Participant's Signature** X \_\_\_\_\_ **Date** X \_\_\_\_\_

**Release and Waiver Liability**

1. This soft play equipment has been received in good condition and will be returned in the same condition. X\_\_\_\_\_ initial here
2. Customers agreed to allow Over the Moon, Llc. the right to enter premises of customer at any time to repossess said soft plate equipment. X\_\_\_\_\_ initial here
3. Customer agrees to reimburse Over the Moon, Llc for all attorney fees and amount not less than 50% of all sums due, court cost and expenses incurred by Over the Moon, Llc to enforce collection or to preserve or enforce rights under this contract. X\_\_\_\_\_ initial
4. Customer agrees not to loan sublet or otherwise dispose of soft play equipment or use it in any other location. X\_\_\_\_\_ initial
5. Customer agrees to pay in full the replacement cost including labor for all damages to soft play equipment. X\_\_\_\_\_ initial
6. If the soft play equipment is lost stolen or damaged beyond repair the renter agrees to pay up to \$3,000 (Three thousand dollars and zero cents) . X\_\_\_\_\_ initial
7. Customer agrees to ensure that all users (and users guardians) of the rental go over and read all the rules. X\_\_\_\_\_ initial
8. **There are no warranties of merchant ability or fitness either expressed or implied.** The person/s or organization renting the soft play equipment from Over the Moon, Llc will be held responsible and liable for any and all damages or injuries occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the soft play equipment and will pay for any loss or damages that may occur. X\_\_\_\_\_
9. Lessee understands and acknowledges that soft play entails both known and unknown risk including but not limited to physical injury from falling, slipping, crashing, or colliding emotional injury, paralysis, distress, damage, or death to any participant. Lessee agrees to indemnify and hold Over the Moon, Llc harmless from any and all claims, action, suits, proceedings, cost, expenses, fees, damage and liabilities, including, but not limited to reasonable attorney fees and costs, arising by reason of injury, damage, or death to persons or property in connection with or resulting from the use of the leased equipment this includes but is not limited to the manufacturers, selection, delivery, possession, use operation, or return of the equipment. Lessee hereby releases and holds harmless Over the Moon from injury or damage incurred as a result of the use of the soft play equipment. Over the Moon cannot be under any circumstances be held liable for injury as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Over the Moon from any lost damage theft or destruction of the soft play equipment during the term of the rental and any extensions thereof. X\_\_\_\_\_ initial

Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_  
Lessor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Rules**

It is the responsibility of the person or organization hiring Over the Moon, LLC to ensure that all possible precautions are taken to avoid injury to people or damage to the soft play equipment. Please ensure the following safety instructions are followed.

1. No food, drinks, or chewing gum on or around the soft play area. This will avoid any accidental risk and keep the equipment clean. Please note if the equipment is collected in a dirty condition beyond reason then the person hiring it will incur a cleaning charge of \$50. X\_\_\_\_\_ initial
2. All shoes, jewelry, pens, markers, keys, loose objects in pockets and bandages must be removed before entering the soft play area to avoid injury to people using the equipment and harm to the equipment. Socks must be worn at all times in play area.  
X\_\_\_\_\_ initial
3. No face paint, party poppers, colored streamers, or silly string to be used either on or near the soft play area. Please note these products will cause damage to the equipment that cannot be repaired.
4. Over the moon is not responsible for striking or damaging any underground utility lines/ devices (including but not limited to electrical, plumbing, sprinklers, etc) it is Lessee's responsibility to tell Over the Moon, LLC where equipment is to be set up and have any underground utility lines marked prior to event.  
X\_\_\_\_\_ initial
5. Climbing, hanging, or sitting on safety gate is dangerous and must not be allowed. X\_\_\_\_\_ initial
6. A reasonable adult must always supervise the soft play equipment. X\_\_\_\_\_ initial
7. Ensure children are not pushing, colliding, fighting, or behaving in a manner likely to injure or cause distress to others. X\_\_\_\_\_ initial
8. No pets or toys (other than soft play balls) or sharp instruments in or around soft play area at any time.  
X\_\_\_\_\_ initial
9. Please ensure that children are not attempting somersaults in the equipment area. X\_\_\_\_\_ initial
10. Soft play equipment must not be moved once set up. Keep all soft play equipment in play area.  
X\_\_\_\_\_ initial
11. No more than the recommended number of kids on the play area at any one time.  
X\_\_\_\_\_ initial

Lessee Printed Name \_\_\_\_\_

Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_

Lessor Signature \_\_\_\_\_ Date \_\_\_\_\_