MOBILE PLAY CO.

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between Mobile Play Co. ("Company") and the individual or entity booking the mobile play trailer service ("Renter"). By signing or electronically accepting this Agreement, the Renter agrees to the terms and conditions set forth below.

1. Services and Equipment

The services and equipment to be provided ("Equipment") are listed on the accompanying booking confirmation or invoice, which is hereby incorporated into this Agreement. I understand that Mobile Play Co. provides a mobile, enclosed play trailer, related play materials, and a trained on-site attendant ("Attendant") for recreational play at an event. The trailer is designed for children ages 2 to 12, and Company may set a maximum number of children inside the trailer at one time for safety.

2. Rental Period

The rental period begins when the Company arrives at the event location to set up and ends when setup is broken down and the Company departs. The "Play Session" is the scheduled time the trailer is open for play, as stated in the booking confirmation. Play time lost because the Renter, guests, or the event site are not ready at the scheduled time will not be extended. Additional time may be added if available and agreed to in writing or by message before the Play Session ends, at Company's posted rate.

3. Acknowledgment of Inherent Risks

I understand that children playing in or around a play trailer involves risks, whether or not a person follows instructions. Risks may include slips, trips, and falls; collisions with other children, equipment, or fixtures; bumps, bruises, cuts, sprains, and broken bones; pinching or finger-caught injuries; choking or swallowing small parts or play materials; exposure to allergens or irritants in play materials; spread of germs and illness; heat or cold inside or around the trailer; hazards from the event site, vehicles, or weather; and, in rare cases, serious bodily injury, permanent disability, or death. Children may make unpredictable decisions, may not understand or follow instructions, and may be unable to recognize or respond to hazards.

I understand that rules, safety equipment, capacity limits, and the presence of an Attendant can reduce certain risks but cannot eliminate all risks or guarantee that an incident will not occur.

4. Participant Eligibility and Safety Rules

I agree that I will:

- Provide accurate information about the participants and not permit participation if a child does not meet Company's stated age, size, ability, or other eligibility requirements.
- Ensure every child follows the Attendant's safety instructions and the posted trailer rules, including shoes or socks requirements, entry and exit procedures, and capacity limits.
- Keep food, drinks, gum, candy, and outside toys out of the trailer unless the Attendant approves otherwise.
- Not permit rough play, running, pushing, climbing on furniture, walls, or the exterior of the trailer, or entering the trailer outside the Play Session.
- Keep children away from the trailer hitch, tow vehicle, generator, cords, steps, ramps, and any other area the Attendant identifies as off limits.
- Immediately inform the Attendant of any food allergy, sensitivity, medical condition, or other safety concern that could reasonably affect a child's safe participation, including any sensitivity to play materials (such as sand, dough, water beads, or scented items). Company cannot guarantee that play materials are free of common allergens.
- Not permit participation by any child who is sick, has a fever, or has a contagious condition.
- Ensure each child is able to understand and follow simple directions, or is accompanied by a parent or guardian who will help them.

Company and its Attendant may stop, pause, or end a child's play, limit the number of children, or end the Play Session at any time if they observe unsafe behavior, distress, equipment concerns, or unsafe conditions. Company is not required to refund fees for time lost for these reasons when caused by guests' behavior.

5. Attended Service; Adult Supervision; No Drop-Off

Company's mobile play service is attended. A Company Attendant will remain with the trailer for the entire Play Session. I understand the Attendant's role is to operate and monitor the trailer, explain and enforce the trailer rules, manage entry and capacity, and stop use when needed.

I also understand that:

- The Attendant is **not** a babysitter, childcare provider, or lifeguard, and is not responsible for the general supervision of children, for children outside the trailer, for restroom or food needs, or for other event activities.
- This service is not a drop-off service. Parents or guardians must remain at the event site and be reachable throughout the Play Session. [Children ages 2 and 3 must be accompanied inside the trailer by a parent or guardian.]
- I am responsible for ensuring that capable adults (age 18 or older) are present at the event, at a ratio of at least [one adult for every ten children], to supervise children's conduct, help children follow the rules, and assist with any child who needs help.
- I will not allow the activity to proceed in a manner inconsistent with the Attendant's instructions.

6. Liability Waiver and Assumption of Risk

To the fullest extent permitted by applicable law, I knowingly and voluntarily assume the inherent and ordinary risks of the participants' involvement in the activity, including risks described in this document, whether known or unknown, that are inherent in this recreational activity. I understand that I may choose not to permit any child to participate.

- The Renter assumes responsibility for the conduct of the Renter's guests and for ensuring they follow the rules and the Attendant's instructions.
- The Company, its owners, employees, Attendants, and agents shall not be held liable for injuries, damages, or losses arising from the participation in or use of the Equipment, including claims of ordinary negligence, to the fullest extent permitted by law. The Company is not responsible for injury, damage, or failure resulting from misuse of the Equipment or failure to follow rules or instructions.
- Nothing in this Agreement releases or limits liability for gross negligence, willful misconduct, or anything else that cannot legally be released or limited under applicable law.
- To the extent permitted by law, in no event shall the Company's liability exceed the total rental fees paid by the Renter. The Company shall not be liable for incidental, indirect, or consequential damages of any kind.
- I understand that my signature may not, by itself, waive the independent rights of other adults or of minor children. To help protect everyone, each parent or guardian of a participating child will be asked to review and sign the Guest Parent/Guardian Acknowledgment (Addendum A) before their child plays.

7. Indemnification Clause

To the extent permitted by applicable law, the Renter agrees to indemnify, defend, and hold harmless the Company, its owners, employees, Attendants, and agents from third-party claims, damages, losses, and reasonable legal expenses arising from (a) the Renter's or the Renter's guests' breach of this Agreement or failure to follow the rules or the Attendant's instructions; (b) the conduct of the Renter's guests; or (c) damage to the event venue or property of others caused by the Renter or the Renter's guests. This clause does not apply to claims caused by the Company's gross negligence or willful misconduct.

8. Site Requirements, Setup, and Equipment Inspection

The Renter is responsible for providing a suitable site. The Renter agrees that:

- The trailer will be set up on a level, firm, stable surface such as pavement, concrete, or hard-packed gravel. Company is not responsible for ruts, tracks, or damage to lawns, soft ground, irrigation lines, septic or underground utilities, driveways, or other surfaces.
- The Renter will provide clear access for the trailer and tow vehicle of approximately [___ ft wide, ___ ft long, and ___ ft overhead clearance], free of low branches, wires, parked vehicles, and other obstructions, and will secure pets and turn off sprinklers before arrival.

- The Renter is responsible for permission to park and operate at the event location, including any HOA, landlord, park, street, or permit requirements.
- [Power: No power connection is required. / A standard outlet within ___ ft is requested; otherwise Company will use its own generator.]
- The site must be free of hazards such as water features, roadways, open flames, hot grills, and steep slopes near the trailer.
- Smoking, vaping, open flames, and alcohol are not allowed in or immediately around the trailer.

Before the Play Session, the Attendant and the Renter (or an adult representative) will do a quick site check and walk-through. Company may refuse to set up, relocate the trailer, or end the Play Session if the site is unsafe, and the full rental fee will still apply if setup cannot be completed because the Renter did not meet the site requirements. The Renter acknowledges that the Equipment appeared clean, safe, and in good working order at the time of setup. Any damage, defect, or concern must be reported to the Attendant immediately.

9. Equipment Damage, Loss, Cleaning, and Replacement Costs

- The Renter agrees to be responsible for damage to or loss of the trailer or Equipment caused by the Renter, guests, or any person attending the event, other than normal wear and tear.
- The Renter agrees that the trailer and play areas will be left free of food, drinks, litter, and other debris. If the Equipment requires cleaning beyond normal wipe-down (for example, spills, food, gum, bodily fluids, or other messes), the Renter may be charged a cleaning fee at Company's posted rate.
- In the event of damage, loss, or theft of Equipment, the Renter authorizes the Company to charge the card on file for the actual, documented cost of repair or replacement.
- Charges for damages or losses will be processed within ten (10) business days of the end of the rental, and an itemized invoice will be provided to the Renter.

10. Credit Card Authorization for Damage

- The Company may require a credit card authorization before setup to verify sufficient funds to cover potential damage or loss charges.
- This authorization does not result in a charge unless the Equipment is returned damaged, lost, or requires extra cleaning.
- By signing this Agreement, the Renter consents to this authorization and any subsequent charges necessary to cover damages, losses, or cleaning as described in Section 9.

11. Payment Terms, Rental Deposit, and Cancellation

- A rental deposit of 50% is required to hold the booking and must be paid using a valid credit or debit card. This deposit secures the rental date and time and will be applied to the balance of the rental. Bookings are not confirmed until the deposit is received.
- The remaining balance is due 24 hours before the scheduled setup time and must be paid in full before the Company begins setup.
- If the booking is cancelled 21 days or more before the scheduled event, the deposit will be fully refunded.
- If the booking is cancelled between 15 and 20 days before the scheduled event, 50% of the deposit will be refunded.
- If the booking is cancelled within 14 days of the scheduled event, the deposit will be non-refundable.
- Accepted payment methods include credit card, debit card, and other methods agreed upon in writing by the Company.
- For payments made by credit card, the Renter agrees to pay a processing fee equal to 3% of that transaction, where permitted by applicable law and card network rules. The processing fee will be disclosed before payment is processed. No processing fee will be charged on debit card transactions or other payment methods for which such fees are prohibited.
- Applicable taxes and additional fees (such as a travel fee for events more than [___] miles from Company's base), if any, will be disclosed at the time of booking and included in the final invoice.

12. Weather, Cancellation by Company, and Force Majeure

The safety of children and the Attendant comes first. Company may delay, relocate, shorten, or cancel a Play Session because of lightning or thunder, tornado watches or warnings, high winds, flooding, ice or snow, extreme heat or cold, unsafe site conditions, or other conditions Company reasonably considers unsafe.

- If Company cancels before arrival, the Renter may choose to reschedule or receive a full refund of all amounts paid, including the deposit.
- If Company must end a Play Session early after it has begun, Company will [offer a prorated refund for the unused time / offer a credit toward a future booking].
- If the Renter cancels because of weather and Company has not cancelled, the cancellation terms in Section 11 apply, unless Company agrees otherwise in writing.
- The Company is not responsible for delays, cancellations, or damages caused by events beyond its control, including acts of God, weather, vehicle breakdown, Attendant illness or emergency, road closures, or government restrictions. In those cases, Company will offer a reschedule or refund of amounts paid for services not provided.

13. Governing Law, Venue, and Legal Fees

- This Agreement shall be governed by the laws of the State of Kansas.
- Any disputes arising from this Agreement will be resolved in the appropriate courts of [Sedgwick County, Kansas].
- In the event of a dispute or collection action, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and collection expenses.

14. Emergencies, Incidents, and Personal Belongings

- Company does not provide medical services. In an injury or medical emergency, the Attendant may call emergency services (911) and render basic first aid, and the Renter agrees to help reach the child's parent or guardian immediately. Medical costs are the responsibility of the injured person's family, except as otherwise required by law.
- Any injury, incident, or damage must be reported to the Attendant right away so an incident report can be completed.
- Company is not responsible for lost, stolen, or damaged personal belongings brought to the event or left in or near the trailer.

15. Signature and Consent

If the Renter is an entity or organization, the individual signing this Agreement represents and warrants that they have full authority to bind the entity to the terms of this Agreement. The entity (and not the individual signing) shall be deemed the Renter and shall be fully responsible for all obligations under this Agreement. The individual signing certifies that they are at least 18 years old and have authority to accept this Agreement for the Renter.

Renter grants the Company permission to use photographs or videos taken during the rental period for marketing or promotional purposes, unless otherwise requested in writing. Company will honor any parent or guardian's request that a child not be photographed.

Renter's Company Name (if applicable): _____

Authorized Representative or Individual Name: _____

Title: _____

Phone: _____

Signature: _____ Date: _____

Company Representative Name: _____

Signature: _____ Date: _____

16. Severability; Entire Agreement; Electronic Acceptance

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement, together with the booking confirmation or invoice, is the entire agreement between the parties and may be modified only in writing. Electronic acceptance or signature of this Agreement has the same effect as a handwritten signature.

Safety / How-To Checklist

Please initial each item.

- I understand that a responsible adult (18 years old and up) must remain at the event and supervise the children's conduct, and that this is not a drop-off or childcare service. ___
- I understand the Attendant will be present for the entire Play Session and has authority to pause or end play for safety. ___
- I understand the trailer rules, capacity limits, and entry and exit procedures explained by the Attendant. ___
- I agree to follow the age and capacity recommendations for the trailer and not allow children outside the stated age range to play unless approved by the Attendant. ___
- I have been instructed to keep food and drinks out of the trailer and to not allow rough play, running, or climbing on furniture, walls, or the exterior. ___
- I have disclosed any allergies, sensitivities, or safety concerns about participating children, and understand play materials may contain common allergens. ___
- I agree to remove or redirect any child who is violating the rules. ___
- I have received both written and verbal instruction on the safe use of the trailer and agree to follow all safety rules. ___

Fill in the bracketed items: adult-to-child ratio, whether ages 2-3 need a parent inside, wind limit, site dimensions and power, travel fee distance, extra-time rate, reschedule policy, venue county, and the early-end refund approach.

This is a business template, not legal advice, and I am not a lawyer.