

TONY'S INFLATABLES RENTAL AGREEMENT

This is a Binding Rental Agreement being made by and between, Tony's Inflatables Rental Company (Lessor) and the undersigned Lessee. It is said that both parties have mutually agreed that this agreement entered on this ____ day of _____ 20____, shall be in accordance to the information contained within this contract.

PARTIES: The Lessee hereby engages Tony's Inflatables (Lessor), who agrees to furnish the items listed within this agreement pursuant to the terms and conditions outlined herein.

PAYMENT: A \$50 Non-Refundable Deposit is required to hold and/or confirm any reservation. The Balance is due upon arrival and/or before setup. All Payments must be made in the form of Cash, Money Order, MC/VISA, AMEX or DISCOVER. There is a \$5.00 Surcharge on all debit or credit sales. The Lessor will accept Business Checks Only. No Personal Checks!

ARRIVAL TIME FRAME: All rentals will be delivered in accordance to the time as set forth by The Lessee and No later than 15 minutes prior to the start time unless other arrangements have been made. The maximum rental is approximately 5 hours in length. Subject to Change by Lessor. **PLEASE NOTE:** All rentals expire at 8pm unless if it is being held at a park in which the time frame will be 1 hour prior to the park closing time.

SETUP AREA/WEATHER CONDITIONS: Tony's Inflatables reserves the right to refuse setup in any area and/or during weather conditions that would be detrimental and harmful to the equipment and in violation to the safety of all participants this includes but not limited to: uncut grass, pointed sticks, rocks, broken glass...high winds, thunder & lightening and rain! **PLEASE NOTE:** The Lessee will have the option to keep or cancel the date. THERE IS NO REFUNDS ON A CANCELLATION.

CANCELLATION: There is NO Refunds on a cancellation of a date by the Lessee! The Lessee will have the option to reschedule the engagement to another date in accordance to the availability of said date. In the event of a cancellation on the day of said engagement, beyond the control of both parties that will prevent Tony's Inflatables from fulfilling its obligation such as Power Outage, Rain Storm, or Death...The Lessee, will be given the option to reschedule the event or receive a 50% refund "Only if the engagement has been paid-in-full prior to the scheduled date". NO EXCEPTIONS!

DELIVERY & SET-UP: The lessor, will deliver & set-up (free of charge) all items contained within this agreement according to the date and time listed. However there will be a \$25 additional charge should the delivery location exceed 15 miles from the place of business.

CLEANING FEE: There will be a \$50 refundable cleaning fee deposit required on all inflatable bouncer rentals. This fee is necessary to offset the cleaning of candy, food and other particles left in the bouncers during the rental that is in violation of the Safety Rules as set forth by the lessor. This fee will be refunded to the lessee should there be No violation and thus the bouncer(s) free and clear of all debris.

NEGLIGENCE OR ABUSE: The Lessee, agrees to be responsible for any negligence or abuse to Tony's Inflatables rental equipment. If damage occurs during the rental and while in the possession of The Lessee, Damage fees will incur as follows: \$200-\$500 for repairs; \$1,200 if the unit is not repairable. If The Lessee refuses to pay said amount in accordance to this agreement, a court claim will be filed pursuant to the matter.

OPERATION: The Lessee, assumes complete responsibility to have at least (1) attendant to oversee the operation of the items rented. The attendant, will ensure that the number of persons entering the inflatable unit does not exceed the maximum amount. This person will be responsible to enforce the posted safety rules and the safety rules contained within this agreement. **AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!!!**

HARMLESS PROVISIONS

- Lessee agrees to indemnify and hold Tony's Inflatables harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.
- Lessee hereby releases and holds harmless Tony's Inflatables from injuries or damages incurred as a result of the use of said equipment unless Tony's Inflatables is operating the equipment and is deemed by a court of law to be negligent in its actions. Tony's Inflatables cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Tony's Inflatables from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

DUTY TO MITIGATE

- In the event of injury, damage or loss due to Tony's Inflatables negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damages or loss.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

- By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Tony's Inflatables negligence.

DISCLAIMER OF WARRANTIES

- Tony's Inflatables makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Tony's Inflatables. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed.
- By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property.

MERGER CLAUSE

- This signed agreement in conjunction with the signed Safety Rules and Rental Invoice contains the entire agreement between Tony's Inflatables and The Lessee. No amendment, whether from previous or subsequent negotiations between Tony's Inflatables and The Lessee, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof.

(CUSTOMER COPY)