

Inflate-Your-Party

Rental Contract

This contract is made and entered into this _____ day of _____ 2006 by and between the undersigned Lessee, and Inflate-Your-Party LLC., hereafter known as the Lessor and is mutually agreed that the contract shall be subject to the information in this contract.

PARTIES: The Lessee hereby engages Lessor who agrees to furnish the items described upon the terms and conditions set forth herein.

DEPOSIT: A deposit of \$50 shall be delivered to and in the name of Inflate-Your-Party LLC., upon signing of this contract. The items mentioned in this contract are not reserved for the Lessee until this deposit is received. This deposit is not refundable unless the rental cancellation is received 10 days prior to the rental.

BALANCE: The remaining balance of \$_____ is due upon arrival at the event.

TIMING AND FEES: The reserved rentals shall be delivered no later than 15 minutes before the requested start time unless both parties agree upon other arrangements. The equipment should be empty of riders at the requested end time. An additional hour will be charged if the pickup agent must wait for the equipment to be vacated.

SETUP AND OPERATIONS: The Lessee should have at least 1 person of average strength per inflatable available to assist with setup at the time of delivery, if needed. This person should be the person who will be responsible for the operation of the ride. Lessee is responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at the time of setup.

THE EQUIPMENT SHOULD NEVER BE LEFT UNATTENDED OR UNSUPERVISED!

SPECIAL PROVISIONS: The Lessor reserves the right not to perform outdoor engagements when, in the Lessor's judgment, weather conditions would be detrimental to the Lessor's equipment. This includes but is not limited to wind, rain, snow, mud or sand. A

suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

* A representative from the Lessor will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event, the deposit is not refundable. At the time of this call, if the Lessee chooses not to have the equipment delivered due to weather concerns, the full deposit will be returned.

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to Inflate-Your-Party equipment, if damage is incurred while the equipment is in the possession of the Lessee. Damage fees vary but are estimated below:

Bounces:

\$50-\$100 for cleaning fees

\$200-\$500 for major repairs

\$3500 and up if the unit is destroyed

There is to be no food, drinks, animals, shoes, or sharp objects allowed in the rentals at any time. The operator is responsible for ensuring that the size and weight of persons entering the inflatable does not exceed the maximum. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit.

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal.

The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using, operating or renting the equipment, Inflate-Your-Party LLC., its employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries and/or resulting damages and, further, shall indemnify Inflate-Your-Party LLC., in the event they are held liable for any injuries and/or resulting damage.

This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing and signed by all appropriated parties.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact the Lessor at **(734) 417-4581 or (734) 417-4580** immediately in order to expedite the problem. If Lessee fails to contact Inflate-Your-Party, the Lessor is not responsible for any refunds.

HOLD HARMLESS PROVISION- LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COST, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES ARISING BY REASON OF INJURY, DAMAGE OF DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO, THE MANUFACTURE, SELECTION,

