

RENTAL CONTRACT

Rental Unit _____ Date of Rental _____

Name _____ DL # _____

Phone # _____ Amount of Non-refundable Deposit Required is \$50.00

Delivery & Pick-up Time _____ to _____ Amount Due at Delivery _____

Delivery Address _____

This is a rental agreement, referred to herein as "Contract", and your signature on this Contract and/or payment of money and/or taking possession of any M&M Balloon And Dj ENTERTAINMENT L.L.C , equipments or units, referred to herein solely as "Unit(s)", is evidence of your acceptance of the Contract and your intent to use the Unit(s) received. This Contract is made and entered by and between M&M Balloon And Dj ENTERTAINMENT L.L.C, referred from herein solely as "M&M Balloon And Dj ENTERTAINMENT L.L.C", and the undersigned "Renter."

1. OWNERSHIP: RENTER agrees to keep all Unit(s) in his/her custody and not sublease, rent, sell or remove from the delivery location. RENTER agrees not to remove, disassemble, or uninstall Unit(s) from its setup location or to install any Unit(s). RENTER assumes responsibility for ALL Unit(s) rented from the time of delivery to when M&M Balloon And Dj ENTERTAINMENT L.L.C representative(s) arrive for pick up. RENTER agrees to maintain any and all Unit(s) rented in its original condition from the time of delivery, any alterations or attachments will result in additional fees subject to M&M Balloon And Dj ENTERTAINMENT L.L.C discretion. Items forbidden in Unit(s) include but are not limited to any and all liquids, sprays, silly string, foods, breakable objects, pens; pencils; or markers, belts, hair pins and any other sharp objects. If any such objects are found and cleaning and/or repair is required, a minimum one hundred dollars (\$100) fee shall be imposed. The RENTER is required to measure his/her property where the inflatable will be set-up. A minimum of three (3) feet on each side of the inflatable is required to allow the inflatable to bend and/or move while in use. Adequate space must be available. The RENTER must also ensure adequate gate opening space of AT LEAST 44 inches for bounce houses and combos, and a minimum of 48 inches for slides, or other access if the inflatable is going in the back yard. This is not the responsibility of M&M Balloon And Dj ENTERTAINMENT L.L.C. Refunds will not be issued if adequate space is not available.

2. RENTAL PERIOD AND PAYMENT: In the event the Unit(s) is/are not returned at the said date and time, the appropriate daily rate shall apply for each day that the Renter maintains possession of Unit(s). RENTER hereby authorizes M&M Balloon And Dj ENTERTAINMENT L.L.C to submit for payment THE TOTAL COST(S) on any credit card(s) provided by RENTER as form of payment on all amounts owed.

3. DELIVERY/PICK UP: RENTER grants M&M Balloon And Dj ENTERTAINMENT L.L.C representatives the

right to enter the property at the specified delivery address for the delivery and subsequent pick up or removal of the Unit(s) at the time specified. M&M Balloon representatives will arrive to pick up any and all Unit(s) at any time after the fulfillment of this CONTRACT. If a different person arrives for pickup, RENTER must first obtain authorization from M&M Balloon IMMEDIATELY PRIOR to allowing the person to enter property and remove Unit(s). M&M Balloon will strive to accommodate RENTER'S delivery and pickup request, however, delays and changes in the schedule are sometimes unavoidable and therefore, M&M Balloon does not guarantee pickup at the specified time. In the event that there should be any change to the pick up time specified, a M&M Balloon representative will notify RENTER as soon as possible. RENTER assumes responsibility of providing easy leveled access to the set-up location without any obstacles or barriers, which include but are not limited to stairs, sand, or inclines that will create passage difficulty. The presence of any such obstacles or barriers will result in delivery fees subject to M&M Balloon discretion. RENTER is also responsible for cleaning up any and all dog feces at the delivery location. If M&M Balloon representatives arrive and they discover dog feces in the yard, they WILL NOT set-up the inflatable. They will leave with the inflatable and continue on to the next delivery. The RENTER WILL NOT BE REFUNDED. NO EXCEPTIONS. RENTER also assumes responsibility of informing M&M Balloon representatives of any underground utilities that may interfere with staking or anchoring of M&M Balloon units. RENTER agrees not to hold M&M Balloon and/or M&M Balloon representatives responsible for any damages to underground utilities during the course of setup or pickup. Renter must be available upon delivery and pickup to account for all Unit(s) rented, there is no guarantee M&M Balloon representative can return prior to pickup.

4. WARRANTY: M&M Balloon warrants and RENTER agrees that the Unit(s) rented is/are in good working condition upon delivery and RENTER further warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear. The Unit(s) is/are supplied and maintained subject to this warranty. M&M Balloon obligation under this CONTRACT is limited to repair or replacement of Unit(s) when M&M Balloon determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and all obligation and liabilities on the part of M&M Balloon or damages including, but not limited to, consequential damages arising out of or in connection with the use or performance of Unit(s).

5. RELEASE OF LIABILITY: RENTER agrees to hold FULL responsibility in ensuring safe operation of M&M Balloon equipment, to follow any safety rules posted on Unit(s) and/or verbally given, and to supervise the Unit(s) rented and any and all participants. RENTER understands and acknowledges that any activity in connection to Unit(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing and colliding. RENTER understands such risks cannot be eliminated without jeopardizing the essential qualities of the activity. RENTER agrees to release, forever discharge and hold harmless M&M Balloon including its officers, employees and/or agents from any injury, damages or claims that result from RENTER negligence including any injuries, claims or damages asserted by RENTER'S guests, invitees or third parties. RENTER agrees to report any damage, injury or claim to M&M Balloon within TWO (2) days of the reservation date; failure to do so will result in negligence from RENTER and release of ANY AND ALL liability or responsibility from M&M Balloon. Further, RENTER agrees not to hold M&M Balloon, including its officers, employees and/or agents liable or accountable for any costs arising out of or in connection to attorney's fees and/or claims brought up in court involving the use of any M&M Balloon. Unit(s).

6. WEATHER POLICY: During periods of severe weather condition(s), arising out of but not limited to rain, hail, lightning, high winds (over twenty miles per hour), intense heat, and fire, the Unit(s) must be evacuated immediately and electricity must be turned off. M&M Balloon reserves the right to cancel the reservation or end rental term at any time during severe weather condition(s). RENTER will be given the option to cancel his/her reservation with no cancelation fee up to 24 hours prior to delivery/setup time indicated by RENTER on days where severe weather is forecasted FOR 50% OR MORE for RENTER specified delivery location. It is the responsibility of the RENTER to check the weather forecast. Refunds will not be issued. In instances where severe weather condition(s) arises after delivery/setup, M&M Balloon has the right to end the reservation/rental term and no refund will be given after the RENTER has accepted delivery. RENTER agrees to release, forever discharge and hold harmless M&M Balloon, its officers, employees and/or agents from any injury, damages or claims resulting out of or in connection to severe weather conditions and/or Renter's negligence to follow rules regarding weather policy.

7. CANCELLATION POLICY: RENTER agrees to notify M&M Balloon within seventy-two (72) hours of the delivery date of any cancellation or postponement. If RENTER cancels any reservation within the seventy-two (72) hours of rental date, in whole or in part, M&M Balloon has the right to apply any cancellation fee or withhold up to the whole amount due or paid.

8. DAMAGE WAIVER: This damage waiver is not intended as insurance and only applies to RENTER if he/she has purchased it. RENTER acknowledges that the damage waiver relieves the RENTER of liability for physical damage of Unit(s) from any external cause such as fire, collision, windstorm, riot or any acts of God. Damage waiver does not cover loss and/or damage due to theft, burglary, misuse, intentional damage or any attempt to relocate or modify any Unit(s). RENTAL UNIT(S) DAMAGES:

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. UNIT NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to M&M Balloon Rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but ranges are estimated below:

9. UNINTENDED USE: Dry slides are not manufactured to be wet and an additional \$250 penalty will be applied to all RENTERS who do so.

10. ACKNOWLEDGMENT: RENTER acknowledges that sufficient time and opportunity were given to read this entire CONTRACT, and understands its contents and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms. RENTER agrees that if any portion of this CONTRACT is found to be void or unenforceable, the remaining portion shall remain in full force and effect. RENTER acknowledges that by providing his/her signature is agreeing to the terms and conditions of this CONTRACT.

11. REPLACEMENT COSTS: The chemical formula used to make silly string permanently discolors the vinyl used to make all inflatable's. If the RENTER or it's guests or a third party sprays silly string on the inflatable rented on RENTERS CONTRACT, the RENTER will be charged the full replacement cost of that inflatable. We will deliver the damaged inflatable to your house and you will own it. NO EXCEPTIONS.

12. CLEANING FEE: If the inflatable on your contract is returned unreasonably dirty (Excessive dirt, sand, debris, animal waste, food, candy, or drinks), the RENTER will be charged a cleaning fee appropriate for the condition of the inflatable. Please clean up after your dog BEFORE we deliver our inflatable. FEES:

\$50-\$100 (cleaning) \$200-\$500 (damage)
\$4000 if the unit is not repairable (loss)