

Rental Terms and Conditions

In consideration of renting certain Equipment described on the invoice page of this Rental Agreement, the parties agree to the following terms and conditions:

Definitions: For the purposes of this Rental Agreement, the Company, shall mean "Ultimate Fun LLC, dba Ultimate Inflatables", its owners, officers, directors, shareholders, employees, contractors, volunteers, and agents; "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents, participants, guests, and/or employees.

Payment and Term of Rental Agreement: The rental fee set forth is payable in full, in advance. The rental term shall be that listed on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from the actual delivery to the actual pick up of the Equipment by The Company. Customer agrees that by accepting delivery of the Equipment, the Company has completed its obligation, and that the Customer shall not be entitled to any refund if Customer elects not to use the Equipment due to weather or any other cause.

Rental Equipment: Customer hires the rental Equipment on an "as is" basis. Customer acknowledges receipt of Equipment that they have inspected the Equipment and its installation prior to its use, and certifies that they will abide by the operating /safety instructions. Should Equipment fail to function correctly at any time, the Customer agrees to cause all users to immediately cease use of that Equipment and contact Company immediately.

Possession/Title: Customers right to possession of the rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by the Company. Title to the Equipment is and shall remain in the Company. Retention of possession, or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to The Company the full replacement value for such Equipment, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by The Company. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of The Company delivery of the items, until The Company picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, The Company may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend,

and hold The Company harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from delivery site, Customer shall notify the Company immediately.

Care of Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment.

Customer shall be liable to The Company for any and all damage, which is not "ordinary wear and tear", including but not limited to the application of paint, tape, permanent marker, "Silly String" or the unauthorized application of water to any devices not specifically authorized by The Company. Damage to units will result in a Repair Fee ranging from a minimum of \$250 up to the cost of replacing the unit damaged. Negligent damage is not covered under the Damage Waiver.

Equipment must be returned to the Company in the same clean and dry condition it was received. Dirty Equipment or units which can get wet, but have not been drained and dried properly will result in a Reconditioning Fee of \$50 charged for each hour required to restore Equipment.

Waiver and Release of Liability: The Customer understands and acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. In consideration of being permitted by the Company to use its equipment and facilities, the Customer hereby voluntarily and expressly releases, indemnifies, forever discharges and holds harmless the Company from any and all liability, claims, demands, causes or rights of action whether personal or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should the Company or anyone acting on behalf of the Company be required to incur attorney's fees and costs to enforce this agreement, the Customer expressly agrees to indemnify and hold The Company harmless for all such fees and costs. In the event the Customer files a lawsuit against The Company, it is agreed to do so solely in the State of Utah.

Delivery: The Company shall deliver the Rental Equipment to the address specified by Customer as listed on the invoice page of this Agreement. Customer grants to The Company true right to enter the property at the address specified by Customer for delivery and required set up, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Delivery and pick-up times are estimates. Delivery crews may arrive up to (4) four hours before the scheduled start time, and pick up crews may arrive up to (4) hours after the scheduled end time. Customer agrees to prepare the delivery site by removing all rocks, sticks, and animal droppings. Customer also agrees that an adult will be at the delivery site at the agreed time

to accept delivery. In the event Company attempts a delivery and the Customer is not available, Company will attempt to contact the Customer by telephone. If Company is not able begin setup with ten (10) minutes of arrival at delivery site, the delivery will be considered abandoned, a non-refundable delivery fee of \$50 will be added to the invoice, and the delivery crew will continue to the next delivery. Customer may then contact the Company to arrange an agreeable redelivery time. If redelivery is not possible, monies will be refunded according to Company Cancellation Policy.

Cancellation Policy: Customer will receive a full refund of deposit for any cancellation at least 7 days prior to the event date. If cancellation is less than 7 days prior to the event date, the deposit will be converted to a raincheck applicable to any rental within following 12 months. The Company reserves the right cancel an order at any time, for any reason, including but not limited to: severe weather conditions; a location that is unsafe or inaccessible due to doors, gates, slopes or steps; or if there is reason to believe that the Equipment and or its users may be in danger. If the Company cancels an order, damages will be limited to a refund of monies already paid for the rental. In the event Equipment is delivered after the event start time specified on the contract, the Customer shall have the option to cancel the order and receive a full refund for the amount paid. If the Customer chooses to receive the order, they agree that no further discounts or refunds will be given.

Limited Warranty: The Company warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. The Company's sole and exclusive obligation under this warranty is limited to repair or replacement of the rental equipment when the Company determines that it does not conform to this warranty. The Company makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. The Company shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. The Company shall not be responsible for any defect or failure unknown to The Company at the time of delivery.

Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment,

including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use. The Customer is responsible to mark all sprinkler lines and call safe to dig if required by law. The Company will not be liable for damage to underground sprinklers or utility lines.

Legal Fees: If an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

Severability: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

Entire Agreement: This Agreement constitutes the full agreement between The Company and Customer. Any other agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions herein.

Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer understands that the Company does not provide any operators with this rented equipment unless specifically hired, and that Customer, is solely responsible for the correct and safe operation of this equipment. Customer WILL NOT move any piece of equipment after it has been staked down or secured with adequate sandbags. Customer will not permit the Equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the Equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

Rules Governing the Safe Operation of Equipment: The following rules detail safe operational guidelines for the Equipment. Please ask any questions you may have before you begin use of the equipment.

Adult supervision is required at all times. Customer agrees that an attendant will supervise the equipment at all times and enforce safety rules. Only children in comparable age groups and sizes should play on the inflatable at the same time. Remove anything sharp, including shoes, glasses, and jewelry before playing in

the inflatable.

Riders with pre-existing health conditions are not permitted on the equipment.

This includes pregnant women, individuals with pre-existing injuries, casts, any type of brace and others susceptible to injury from falls, bumps or bouncing.

Cease use during inclement weather. This includes strong winds (at or in excess of 20 mph), thunderstorms (especially lightning), or severe cold weather (below 40 degrees). Switch the blower off, and allow the unit to deflate

don't be foolish. Do not allow riders to play or climb on walls, sides or roof of Equipment. Do not allow flipping, wrestling, or riders piling on each other. Should a unit begin to deflate, all users should exit the unit immediately. If the blower has stopped, make sure that it has not been unplugged or turned off. If the blower is still running, check the air intake on the side for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off and are not kinked. Never allow riders in or on a partially inflated unit.

Be careful with water. Water may only be used on Equipment when specifically authorized by the Company. Sprinkling systems must be turned off to prevent accidental drenching of devices. Even when water is allowed on a unit, only approved watering devices may be used. Water must be turned off and the pool completely drained one (1) hour before the scheduled pick up time, or 7:30 pm, whichever is earlier. Failure to comply with this rule may result in a Reconditioning Fee, which the Customer agrees to pay. Since use of water on most Equipment is optional, the discount given for any inability to use water is limited to the price difference between wet and dry rentals.

I have read and understand the terms and conditions of this agreement and agree to be bound by them.