

Kidz Party Bouncers LLC.

RENTAL AGREEMENT

RULES TO BE FOLLOWED DURING THE USE OF THE UNIT

- a. Child minimum height requirement 32 inches
- b. Child minimum age 2 years
- c. Only participants of compatible ages and sizes shall play in the Unit at the same time. The maximum number of participants of each group that should play in the Unit at one time shall be as follows:

| UNIT SIZE | CHILDREN 8 & UNDER | CHILDREN 9 TO 12 | OLDER TEENS | ADULTS |
|-----------|--------------------|------------------|-------------|--------|
| 10X10 | 5-6 | NONE | NONE | NONE |
| 13X13 | 6-8 | 5-7 | 3-5 | 3 |
| 15X15 | 8-10 | 6-8 | 4-5 | 4 |
| SLIDE | 1 to 2 | 1 to 2 | 1 to 2 | 1 to 2 |
| OBST | 2 | 2 | 2 | 2 |

- d. All participants must remove shoes, glasses, and other sharp objects before entering the Unit.
 - e. To avoid neck and back injuries, flips are not allowed in the Unit. In the event that the Unit is an inflatable slide, participants shall not jump from the platform onto the sliding area.
 - f. ADULT SUPERVISION IS ABSOLUTELY REQUIRED WHEN PARTICIPANTS ARE IN THE UNIT. THE LESSEE SHALL BE RESPONSIBLE FOR THE SUPERVISION OF THE PARTICIPANTS WHILE THEY ARE IN THE UNIT. AS THE LESSEE OF THE UNIT, THE SAFETY OF ALL PARTICIPANTS SHALL BE THE LESSEE'S SOLE RESPONSIBILITY.
 - g. Absolutely no "Silly String", gum, candy, drinks, food, cigarettes, confetti, or any other substances are allowed in the Unit. It is the Lessee's responsibility to keep the Unit clean and free from any type of debris.
 - h. The Unit shall not be moved from the location of installation. In the event that the Unit has accidentally moved, remove all participants from the Unit and move the Unit back to the location of installation. In no event shall the Unit be removed from the address specified above.
 - i. Participants shall be kept away from the blower(s) used to inflate the Unit. In the event that the blower is accidentally turned off, remove all participants from the Unit and turn on the blower. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.
 - j. All Units have been equipped with a zipper designed for quick deflation of the Unit at the time of pick up. Do not allow any participants to open the zipper. In the event that the zipper has been opened, remove all participants from the Unit and close the zipper. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.
 - k. Keep the Unit and the blower at least 15 feet away from swimming pools or other sources of water.
 - l. Do not allow participants to jump while holding on to the netting on the Unit.
2. **TROUBLESHOOTING.** In the unlikely event that the Unit begins to deflate while in operation, first remove all participants from the Unit, then check the following: (1) The motor may have stopped, in which case, check the cord connection at the outlet, and remember to use no more than

a twenty-five-foot extension cord (stronger outlets are in the kitchens and laundry room); (2) If the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the unit for snugness, re-tie if necessary; (3) Check and make sure the zipper(s) on the Unit is fully closed; (4) If you cannot correct the problem call Leaser at the number above immediately.

- 3. REPRESENTATIONS AND WARRANTIES BY LEASEE.** Lessee represents and warrants:
- a. That he/she has fully read this Agreement and that he/she has been instructed about and fully understands the safe operation of the Unit. Lessee shall observe all safety precautions contained herein, including, but not limited to, constant supervision of the participants.
 - b. That he/she shall keep the Unit in the same condition as when received, ordinary wear excepted.
 - c. That he/she shall be responsible for the safe return of the Unit to Leaser through Leaser's agent who delivers and picks up the Unit. Lessee shall only allow the same person to deliver the Unit to pick up the Unit. In the event that the Unit is not safely returned, Lessee shall pay Leaser the full fair market value of the Unit.
 - d. That he/she has followed the instructions under Section 3 hereunder.
 - e. That he/she has not removed the Unit from the location of installation.
 - f. That he/she has not made alterations or attachments to the Unit.
 - g. That he/she has received the Unit in good working order and condition.
- 4. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** LEASER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT UNDER THIS AGREEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE UNIT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF PERSONAL INJURIES WHILE USING THE UNIT.
- 5. TITLE.** Lessee shall keep the Unit in his/her custody at all times and shall not sublease, rent, sell, remove from the property of Lessee and may only be removed by Leaser or Leaser's agent after "End Time" as specified above.
- 6. INDEMNIFICATION; RELEASE OF LIABILITY.**
- a. The Lessee shall have the full responsibility of the Unit's operation, including, but not limited to, supervision of the participants in the Unit. Leaser and its officers, employees and agents shall not be responsible for any injuries occurred during the use of the Unit. Lessee further agrees to hold the Leaser and its officers, employees and agents free and harmless against any injury or claim, the Lessee shall indemnify and hold harmless the Leaser and its officers, employees and agents from and against any costs incurred due to claims arising out of or in connection with the use and safe return of the Units.
 - b. Lessee expressly acknowledges that he is familiar with Mississippi Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Lessee expressly waives and relinquishes any and all rights and benefits, which he/she may have under Mississippi Civil Code and Mississippi Law.

AGREED TO BY:

LEASER

LEASEE