

TUCKERS PARTY RENTAL LLC**TERMS AND CONDITIONS.**

NOTE: Driver pick-up time is approximate. Driver may arrive as early as the "end" at the "rental period" or as late as 11 pm to pick up the equipment. Customer is responsible for all the equipment until its picked up by our driver. Same driver will return for unit; if not, call office immediately!

1.Safety/Operating Instructions: In addition to the information set forth in this agreement, 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 to those instructions. Customer further acknowledges and understands that TUCKERS PARTY RENTAL LLC has not agreed to nor have they provided any operators with this rented equipment, and that the customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment, specially the Moon Bounce Unit. Customer further agrees to keep all equipment away from swimming pool(s) and customer understand and agrees they will not operate any electrical equipment near water. By entering into this agreement , Customer acknowledges that there is risk of injury or damage arising out of use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, 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 sage operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need or when it is in an unsafe condition or situation.

2.General Release/indemnity/hold harmless: Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operation and installation as well as the return of the Rental Equipment in good working order. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to customer, or any guests of customer or to any other persons using the rental equipment, or to any claims by any other person(s) injured by or on account of the rental equipment , while the equipment is in the possession of the customer. Customer agrees to defend, indemnity and hold harmless Lessor from and against any and all liability, claims, judgments, attorneys fees, and costs, of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, wether or not such claimant is known or unknown to Customer, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Customer. These General Release, indemnity and hold harmless provisions apply to, but are not limited to, any injury, death, damage. Claim or liability which may arise on account of negligence, wether active or passive, of Lessor or Lessors suppliers, agents, employees, contractors, drivers or installers. Customer further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor, and so long as Lessor advises customer, in writing, after Customer requests, with the name and address of the supplier of any specific item, customer specifically agrees to waive and release, indemnity and hold lessor harmless from and against and all claims of whatever kind or nature arising out of involved with the food items supplied.

3. Identity of the parties: For the purpose of this Rental agreement and General Release, Lessor or Tuckers Party Rental LLC shall mean Tuckers Party Rental LLC its owners, officers, directors, shareholders, employees, contractors, agents and Customer shall mean the person(s) or company listed in the Bill Too box on the first page of this agreement, as well as the person signing the agreement(if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Tuckers Party Rental as a Lessor, that certain equipment described in the first page of this agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be listed as Rental Period on the front side of this Agreement, but all customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the rental equipment to the actual pick up ion the rental equipment by Lessor. Lessor cannot guarantee weather conditions, and if the equipment is delivered by Lessor and accepted by customer, then customer shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the equipment, or it customer otherwise elects not to use the equipment due to weather or other causes

5. Delivery: Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the first page of this agreement. Customer grants Lessor the right to enter the property at the said street address(Bill TO BOX) for delivery, and required set up, if any; and for subsequent pick up of the Rental Equipment and any associate equipment or packing materials at the approximately specified times.

6. Receipt/Inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

7. Possession/Title: Customer 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 Lessor. Retention of possession, or any failure to permit to pick up 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 Lessor the full replacement value for such Equipment as listed on the first page of this Agreement, plus any and all incidental costs associated with the attempted pick up recovery of the equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time the of Lessor's delivery of the items, until Lessor 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 rentals items are not returned and/or levied upon for any reason whatsoever, Lessor 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 indemnity, defend, and hold Lessor 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 Address, Customer Shall notify Lessor immediately.

8. Care of the Rental Equipment: Customer shall be responsible for any or 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 by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to lessor for any and all damage which is not ordinary wear and tear in an amount equal to the replacement value listed on the first page of this Agreement. Damage which is not ordinary wear and tear includes, but is not limited to, cutting or tearing of vinyl or netting, water damage, fire, scratches, damage due overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non approved items such as chemicals, non approved food, paint, silly string, mud, clay, or other materials.

9. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment. In Particular, if the equipment includes a MOON BOUNCE, and the MOON BOUNCE unit begins to deflate, customer will immediately have the riders exit the MOON BOUNCE and then check for bounce of the

following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motors continue to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the MOON BOUNCE unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reinflate the MOON Bounce prior to permitting anyone to use the unit; 4) If you cannot correct the problem, call our office during normal business hours.

10. Specific Rules and Instructions for Tall Patio Heater(s)/ Table Top Heater(s) A) I am familiar with entire owner's manual and understand all precautions noted. B) All components are properly assembled, intact and operable. C) No alterations have been made. D) All gas connections are secure and do not leak. E) Wind velocity is below 10 mph. F) Unit will operate at reduced efficiency below 40°F. G) Heater is outdoors (outside any enclosure). H) There is adequate fresh air ventilation. I) Heater is away from gasoline or other flammable liquids or vapors. J) Heater is away from windows, air intake openings, sprinklers and other water sources. K) Heater is at least 3 feet on top and at least 3 feet on sides from combustible materials. L) Heater is on a hard and level surface. M) There are no signs of spider or insect nests. N) All burner passages are clear. O) All air circulation passages are clear. P) Children and adults should be alerted to the hazards of high surface temperatures and should stay away to avoid burns or clothing ignition. Q) Young children should be carefully supervised when they are in the area of the heater. R) Clothing or other protective material should not be hung from the heater, or placed on or near the heater. S) Any guard or other protective device removed for servicing the heater must be replaced prior to operating the heater. T) Installation and repair should be done by a qualified service person. The heater should be inspected before use and at least annually by a qualified service person. U) More frequent cleaning may be required as necessary. It is imperative that control compartment, burner and circulating air passageways of the heater be kept clean.

Owners Manual Link <https://images.homedepot-static.com/catalog/pdfimages/e5/e5314055-233f-4cbe-9b13-e797144b92e9.pdf>

11. Specific Rules and Instructions for the Moon Bounce Unit: The following rules and warnings must be obeyed in the use of the Moon Bounce unit A) All safety and operating instructions contained on the bounce must be complied with and followed at all times; B) For the safety of all Children, ADULT SUPERVISION IS REQUIRED AT ALL TIMES!; C) No silly string is permitted to come in contact of the inside or outside of the Moon Bounce, this causes irreparable damage to the Bounce, and Customer acknowledges that if the Bounce house is damaged by Silly Strings, then a \$1,000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer, D) Warning-extra caution and supervision are required for children ages three(3) and under ; E) WARNING- It is unsafe to stay in Bounce if winds exceed 15 miles per hour (MPH). Have all persons exit Bounce, then unplug the blower unit and let Bounce deflate F) WARNING- Individuals with head, neck, back, or other musculoskeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury tram falls, humps or bouncing are not permitted in the united at any time G) Do not move the Moon Bounce from the location where set up H) If the Moon Bounce unit moves, pull corner(s) back to their original location(s) and rescuer; For other questions regarding the safe installation of equipment, please call our office during normal business hours I) Do not let the Moon Bounce rub up against any surface.

12. Limited Warranty Lessor 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. Lessor's role and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when lessor determines that it does not conform to this warranty. Lessor 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 intend use, or that it is free of latent defects. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.

13. 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 unsafe manner. Customer agrees at his/her a heir sole cost and expense to comply with all municipal, county, 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 agencies prior to use.

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

15. Customer Acknowledgement: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire agreement, and agree to be bound by all terms and conditions on both sides and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

16. Severability: If any of the terms or conditions of this agreement are found to be enforceable, 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.

17. Entire Agreement: This agreement constitutes the full agreement between Lessor and Customer. Any Prior agreements, wether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. The receipt of the rental equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good order is acknowledge by Customer.

18. Deposit: Renter shall pay a 50% non refundable deposit at time of reservation unless otherwise discussed with a Tucker's Party Rental LLC Party officer. The fee is 50% of the original rental order including delivery/pickup charges. Deposit will be forfeited if reservation is canceled at any time. If no deposit was taken, and customer agreed to terms of this contract, customer is still responsilbe for a 25% cancellation fee. If reservation is canceled within 5 days prior to scheduled "time and date out", renter will be charged a 50% cancellation/restocking fee of the original rental order. If the event gets canceled due **ACT OF GOD (natural disaster, government shutdown, pandemic, epidemic, war, strike, vandalism, end of the world, or any other Vis Major)** you have up to 60 days to reschedule your event at no extra charge if items are available, or credit will be given towards another event.

Customer Signature _____ Date _____

Print Name _____ Drivers License _____