

## CUSTOMER AGREEMENT & RENTAL CONTRACT

We do hereby certify that we have this date received from Awesome Party Supplies & Event Rentals, LLC ("APS&ER") the equipment and/or articles listed and identified on the attached invoice.

- 1. TITLE AND OWNERSHIP.** The leased equipment shall at all times be and remain the sole and exclusive property of Awesome Party Supplies & Event Rentals, LLC ("APS&ER"). Customer shall have only the rights to use the equipment in accordance with the terms of this agreement. APS&ER shall have the right to display notice of its ownership of the equipment by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of APS&ER. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of APS&ER.
- 2. INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the equipment prior to its use and to notify APS&ER of any defects.
- 3. ASSUMPTION OF RISK/USE/SAFETY INSTRUCTIONS.** Customer agrees that it has been shown how to safely load, unload, transport, operate and store the rented property, and agrees that Customer is the only one responsible for injury to himself and to others not employed by APS&ER due to misuse, incorrect loading, incorrect unloading, incorrect transport, or incorrect storage. It is understood and agreed that this personal property is leased to us by APS&ER and will be used by the Customer at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. We further agree that we will immediately discontinue the use of any said equipment should same at any time, while in our possession become unsafe or in a state of disrepair, and will immediately notify APS&ER of said facts and the APS&ER in consideration of the mutual covenants herein contained, agree that it will, with a reasonable dispatch after receiving said notice, replace said equipment with other equipment in good working condition. The Customer represents to the APS&ER that he is familiar with and knows how to use the equipment being rented. 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 further acknowledges and understands that APS&ER has not agreed to nor have they provided any operators with this rented equipment, and that 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 and supervision of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the 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 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. Customer agrees, knows, understands and acknowledges that play on an amusement device entails both known and unknown risks including that the use of amusement equipment may result in serious or fatal injury because of falling, jumping, slipping, crashing, colliding, emotional injury, paralysis, distress, other risks, and even death to any participant. **DO NOT RIDE or participate if you have had any recent surgery, broken bones, pulled muscles, been recently hospitalized for ANY reason, have neck or back concerns, headaches, pregnant or any other physical medical condition.** Customer will hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless APS&ER from any and all liability, claims, demands, causes or rights of action whether personal to me 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, or anyone acting on behalf of APS&ER be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold APS&ER harmless for all such fees and costs. In the event I, the Customer, the undersigned, or any of my participants file a lawsuit against APS&ER, it is agreed to do so solely in the Commonwealth of Virginia only. Customer agrees that it has adequate liability insurance coverage for bodily injury and property damage, to fully protect the Customer and its guests from such risks, and knowingly, freely and voluntarily waives any right that Customer's insurance company may have to bring any type of action against APS&ER with respect to the rented property. At no time should the chairs have more than 250lbs on a single chair and all four (4) legs should be on the ground.
- 4. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to immediately notify APS&ER. APS&ER will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use. APS&ER is not

responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.

5. **WARRANTIES.** APS&ER is not the manufacturer of the rented property nor the agent of the Manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
6. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless APS&ER its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. Customer also agrees to indemnify and hold APS&ER harmless for any actions, proceedings, claims, injuries, damages, and expenses (including reasonable attorney fees and court costs) arising from the use or possession of the rented property by Customer or others during the period that this Agreement is in effect. We further agree that we hold the APS&ER harmless from any liability whatsoever resulting from the use of said equipment and further agree that the said property will be used solely by the Customer and/or persons herein designated and no other persons without the written consent of the Customer of said equipment. Customer hereby releases APS&ER from any claims, demands, or liabilities arising out of any damage to any property on the premises during the erection or dismantling of the equipment or after the equipment is dismantled.
7. **TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at APS&ER's election be mutually agreed upon in writing.
8. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** The APS&ER may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the equipment without the APS&ER's written permission. Any purported assignment by the Customer is void.
9. **RETURN OF EQUIPMENT.** At the termination of this agreement, Customer shall return all the equipment to APS&ER's premises during APS&ER's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within APS&ER's regular business hours. If APS&ER has agreed to deliver the Equipment to Customer and/or to pick up the Equipment from Customer, Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by APS&ER.
10. **INSPECTION BY APS&ER.** APS&ER shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premise.
11. **PERMITS AND LICENSES.** Customer shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents. Customer agrees that it is Customer's responsibility to make sure that Customer has all permits, licenses and approvals, at Customer's cost, to use the rented property at such location. **Customer agrees to use and maintain the equipment in accordance with all applicable laws and regulations and to keep the equipment free of any levies, liens or encumbrances.**
12. **DELIVERY/PICK UP.** Customer agrees that whether it sets up the rented property or APS&ER sets up the rented property that it will be set up at the address indicated in the enclosed reservation. **Customer agrees to provide unobstructed space for the erection, assemblage, placement and disassembling of the equipment, both above and below ground. When putting up a tent or any item that must be tied down the Customer must provide a stable way to secure the item. We can not secure the item if there is no way to secure and will not replace or give any type of credit if the wind damages or is not operational for Customer event. Do not remove ropes or anything that is attached to the item.** The Customer must agree that it will provide nearby access to sufficient electrical outlets to operate the rented property. If APS&ER determine that a generator is necessary to operate the rented property because of the unavailability of nearby or adequate electricity, Customer will either provide or rent from APS&ER, a generator, in order to supply adequate electrical power. If APS&ER are setting up the rented property, Customer agrees to have the site clean and clear of all obstacles that may interfere with access or installation of the rented property, at least 3 days in advance of the event. Regardless of the date for rental of the property in the reservation, if APS&ER are setting up the rented property, APS&ER may set it up several days before the event, and take it down several days after the event. Customer will not be charged any additional rental because of such early setup or delay in removing the rented property by APS&ER. It is further understood and agreed that this equipment will not be removed from the address herein listed for use at any other address without the written consent APS&ER. Customer agrees that said property was personally inspected and examined by us and found to be in acceptable

condition when received. Delivery is made to closest point truck can park. **Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved including placement of rentals.** Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and equipment is not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one-day rental. A knock down fee will result if equipment is still up.

- 13. CLEANING.** China and Glassware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Serving ware (including Fountains) and Flatware must be returned washed and repacked properly in packages provided following provided instructions. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.
- 14. LINENS.** Table linens are inspected prior to pick up and upon return. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** - mildew will result. Table linens should be free of all glitter and confetti upon return. Please shake all linens free of debris prior to bagging in mesh bags. All dry linens should be put in the mesh bags provided, failure to do so may result in irreversible damage. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.
- 15. DIRTY, OR DAMAGED EQUIPMENT.** Customer agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of APS&ER. Customer also agrees to pay a reasonable cleaning charge for all equipment returned dirty; example: bounce houses must be returned clean, free of dirt, leaves, trash, and mud or a cleaning fee of \$50 will be charged to Credit Card on file. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be paid for by Customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by APS&ER, or at the APS&ER's option by others.
- 16. DAMAGE WAIVER.** If accepted by Customer, APS&ER agrees, in consideration of an additional charge (12%) of the gross rental charges, to modify the responsibilities of Customer created in paragraph 14 [Dirty or Damaged Equipment]. If the rented property is destroyed, lost or taken, Customer agrees to pay the full cost of its replacement. Normal wear shall not include and Customer shall be liable for any damage to the equipment resulting from, but not limited to the following loss of crowd control, riot, civil disorder, vandalism, riot damage, and malicious mischief. For Damage Waiver Charge provided the Customer takes reasonable precautions to protect equipment. The APS&ER assumes risk of damage to equipment, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory equipment such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with equipment. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the APS&ER reserves the right to collect from person or company causing damage. **THE CUSTOMER UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE CUSTOMER IS OBLIGATED TO SUBMIT TO THE APS&ER A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER PLAN.** The Customer may decline Damage Waiver charge by making a cash deposit equal to full value of equipment or credit card on file.
- 17. THEFT OR LOSS OF EQUIPMENT.** The Customer agrees to pay for equipment at its replacement cost when rented for all types of theft, loss, or mysterious disappearance. Damage Waiver does not cover any missing items.
- 18. COLLECTION COSTS.** The Customer agrees to pay all reasonable collection attorneys and court fees and other expenses involved in the collection of charges or enforcement of the APS&ER's rights under this contract.
- 19. WEATHER RELATED RISKS.** Customer assumes all weather related risks involved in holding an outdoor-tented event. APS&ER will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond APS&ER's control, Customer shall still be liable for payment in full of all charges.
- 20. PREPARATION OF SITE.** Customer agrees to have the site upon which the equipment is to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the APS&ER's work crew as listed in 12 [Delivery/Pick Up]. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-leased equipment and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved for any delay, additional rental, and all costs including collection and legal expense.

- 21. MATERIAL.** All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures, not shelter for storms or winds greater than 30mph.
- 22. COOKING UNDER TENTS.** Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
- 23. ELECTRIC POWER AND LIGHTING.** Customer agrees to furnish APS&ER access to, and the right to use Customer's electrical and power lines for the installation and operation of the rented equipment.
- 24. UNDERGROUND FACILITIES.** Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of APS&ER's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call 811-Miss Utility ((800) 552-7001) one week prior to installation.
- 25. GUEST CONDUCT.** The Customer is responsible for the conduct of their guests, customers, and employees as well as the maintenance of good working conditions for APS&ER and its employees, and the assurance of security of their equipment during the period of the event.
- 26. SITE ACCESS.** Representatives and employees of APS&ER are assured free and unrestricted access to the location of the contracted event during said event.
- 27. CANCELLATION POLICY.** Should the Customer decide to cancel this engagement with less than 14 days written notice to APS&ER, with the exception of such natural disasters and acts of God as fire, flood or tornado, the Customer agrees to pay APS&ER one-half the minimum guaranteed fee designated under compensation. If Customer's event is cancelled or rained out, and if the event is rescheduled within 60 days of such cancellation or rainout, the reservation and this agreement shall apply to such rescheduled date. Please note that some items and their sizes may not be available on the rescheduled date, so it is very important to contact us for availability of items. If such rained out or cancelled event is not held within such 60 days, then the Customer agrees APS&ER will keep the deposit and any money paid toward the bill, excluding only sales tax. Customer will then have 14 months from the date of such rainout or cancellation to hold next year's event, or to use as a gift certificate from APS&ER at which time the sales taxes will be added. We further agree that all charges for rental will be paid in advance or upon receipt of statement for same and that all collection fees, court costs, or any expense involved in the collection of rental or replacement charges will be borne by Customer. The non-refundable deposit is due upon signing this Agreement, and the balance shown on the reservation is due 7 business days prior to delivery of the rented property. **No payments are refundable for cash, only gift certificates.**
- 28. GENERAL TERM.** Rentals are by payment in advance. Deposits of 50% are required on rentals. Deposits are non-refundable. When you, the customer, make your deposit, you have read, understand and are agreeing to this contract in its entirety, even if you haven't yet signed in person. Customer is fully responsible for missing, lost and broken items, and transport cost. Equipment is to be counted and checked upon delivery and return. Any equipment returned after "Date and Time Due in" subject to additional charges. We charge for time out not time used. You are charged for time until equipment is returned to store and the return is verified by validation of copy of this contract. Reservations cancelled less than 14 days from date due out are subject to cancellation charges. Customer agrees to a finance charge of 1.5% per month (18 percent per year) for any outstanding balances. A \$50.00 fee will be imposed on all returned checks for any reason. Upon default of amount due, attorney's fee and other cost of collections will be added to amounts due.
- 29. DISCOUNTS.** All discounts, concessions and special "packaged offers" given to the customer will be completely forfeited if contract is not paid in full according to payment terms agreed upon.

**By signing below, I agree that I have read this contract in its entirety, understand and agree to all of the terms and conditions.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_