

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the first page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the front side of this agreement, the parties do further agree as follows:

3. Identity of parties:

For the purposes of this Rental Agreement and General Release, "Lessor" or Hayesbouncehouse.com shall mean Hayesbouncehouse.com its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" boxes on the front side 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 Hayesbouncehouse.com, as Lessor, that certain equipment described on the front side of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "RENTAL PERIOD" on the front side of this Agreement, but all of 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 of 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 if 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 front side of the Agreement. Customer grants to Lessor the right to enter the property at the said street address (Delivery Address) for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated 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's 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 the 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 front side of the Agreement, plus any and all incidental costs associated with the attempted pick up or 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 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 rental 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 indemnify, 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:

Remove Shoes at all Times upon Entering Bounce House. 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. Bounce House will not be set-up in the event of rain or the threat of rain. 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, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, drying due to rain and/or not limited to sprinkler system, hoses, super soakers, ect., contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string (see Paragraph 10), 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, or Bounce House, and the Moon House/Bounce House begins to deflate customer will immediately have the riders exit the Moon Bounce/Bounce House and then check for one 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 or generator or power outlet to make sure that it has not been unplugged.
- 2) If motor continues 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/Bounce House unit for snugness and tighten the ties if necessary or if disconnected, re-connect to blower.
- 3) If either of these steps corrects the problem, fully re-inflate the Moon Bounce/Bounce House prior to permitting anyone to use the unit.
- 4) If you cannot correct the problem, HAYESBOUNCEHOUSE.COM
CALL: 9312610438

Signature of Acknowledgment _____

Date _____

Remove Shoes at all Times upon Entering Bounce House.

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