

How-Ever Bounce Company, LLC

Rental Agreement

This contract is made and entered into this _____ day of _____ 2023 by and between the undersigned Lessee and How-Ever Bounce Co,LLC (hereafter known as the "Lessor" and is mutually agreed that the contract shall be subject to the information in this contract.

EQUIPMENT:

Lessee hereby agrees to rent the following equipment from the Lessor (check where applicable):

Big Bertha- \$400/day OR \$650/weekend

Little Bertha- \$325/day OR \$500/weekend

Blue Wave- \$400/day OR \$650/weekend

Wipe Out- \$450/day OR \$680/weekend

Tropical Paradise- \$325/day OR \$500/weekend

White Wedding- \$300/day OR \$450/weekend

Color Me Rad- \$300/day OR \$450/weekend

PARTIES:

The Lessee hereby engages Lessor, and Lessor agrees to furnish the items described upon the terms and conditions set forth herein.

DEPOSIT:

A deposit of \$75.00 shall be delivered to and in the name of How-Ever Bounce Company, LLC upon signing of this contract. The items mentioned in this contract are not reserved for the Lessee until this deposit is received. This deposit is non refundable unless weather conditions warrant the cancellation by Lessee or Lessor PRIOR to delivery. See WEATHER POLICY below.

BALANCE:

The remaining balance of \$_____ (+6% sales tax or 7% in Allegheny County) is due upon arrival at the event, after the equipment is setup.

TIMING AND FEES:

The reserved rentals shall be delivered by Lessor no later than 15 minutes before the requested start time stated below unless both parties agree in writing upon other agreements. The equipment must be empty of riders at the requested end time.

SETUP AND OPERATION:

The Lessee should have at least 1 person on-site at the time of delivery. This person should be the person who will be responsible for the operation of the ride, also known as the "Attendant". Lessee and Attendant are responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at this time of setup. The Lessor will train Attendant how to operate

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the inflatable in accordance with the manufacturer's recommended operating procedures and Attendant/ Lessee will acknowledge said training by signing a training checklist prior to operating the ride. Lessor shall not be responsible for damage caused to grass as a result of the setup and placement of the bounce house on grass. Lessee shall allow Lessor to drive metal stakes into the ground for anchoring purposes. Lessee assumes FULL responsibility for damage caused by such anchoring methods.

AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED.

SPECIAL PROVISIONS:

The Lessor reserves the right to withhold providing the equipment when, in the Lessor's sole judgment, weather conditions or setup conditions would be detrimental to the Lessor's equipment. This provision includes but is not limited to wind, rain, lightning, mud and other hazards such as low hanging tree branches, power lines, or setting up on an incline/ decline, inadequate clearing of rocks, animal feces etc.

Initial here: _____.

WEATHER POLICY:

During periods of severe weather conditions (for example, rain, high winds, lightning, etc.) Lessor reserves the right to cancel Lessee's reservations. Prior to delivery of the equipment, if the weather conditions are acceptable to Lessor to proceed with the event but marginal in the opinion of Lessee, Lessor will give Lessee the option of keeping Lessee's rental canceling the event (by 8:00 AM). If Lessee decides to keep the rental for the term of this rental agreement, Lessor will not issue a refund under any circumstances.

*A representative from the Lessor will contact the Lessee prior to delivering the equipment if the weather is questionable at the sole discretion of the Lessor. Once the equipment arrives at this event, the deposit is not refundable under any circumstance. If prior to delivery of the equipment either the Lessee or Lessor chooses not to have the equipment delivered due to imminent inclement weather conditions, the full deposit will be returned or the event rescheduled within Lessor's ability to reschedule the equipment.

NEGLIGENCE OR ABUSE:

Lessee agrees to be responsible for any damage or theft of How-Ever Bounce Company, LLC's equipment, if damage is incurred while the equipment is in the possession of the Lessee or at the location for the equipment as directed by Lessee. Damage costs vary but are estimated below:

\$100.00 for cleaning fees

\$300- \$600 for repairs

\$2000-\$4000 if non repairable/stolen

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No food, drink, toys, animals, shoes or sharp objects (jewelry, eyeglasses, etc) are allowed in or around the rentals at any time. Silly string is especially damaging to the material of the bounce houses and should never be used in or around the unit. The operator is responsible for ensuring that the size and weight of persons entering the inflatable equipment does not exceed the maximum posted. If the equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit and Lessee shall be liable for any such damage.

If the Lessee chooses to deflate the inflatable equipment prior to the arrival of Lessor's pick-up agent, it must be re-inflated before it's packed up. The unit will be inspected before removal from Lessee's premises.

The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using, operating or renting the equipment, then How-Ever Bounce Company, LLC, its employees, officers, directors, shareholders, owners, agents, successors, and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, Lessee shall indemnify How-Ever Bounce Company, LLC in the event Lessor is held liable for any injuries and/or resulting damage.

This contract contains the entire agreement between the parties and shall not be amended or modified except in writing and signed by all parties hereto. Please note that in the event of an emergency or problems with the equipment, Lessee shall immediately contact the Lessor at (724) 636-0544

Initial here: _____

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HOLD HARMLESS PROVISION- LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COSTS, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES ARISING BY REASON OF INJURY, DAMAGE OR DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO, THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OPERATION, OR RETURN OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO THE EQUIPMENT. LESSEE HEREBY RELEASES AND HOLDS HARMLESS LESSOR FROM INJURIES OR DAMAGES INCURRED AS A RESULT OF THE USE OF SAID EQUIPMENT UNLESS LESSOR IS OPERATING THE EQUIPMENT AND IS DEEMED BY A COURT OF LAW TO BE NEGLIGENT IN IT'S ACTIONS. LESSOR CANNOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE FOR INJURIES AS A RESULT OF ACTS OF GOD, NATURE, OR OTHER CONDITIONS BEYOND IT'S CONTROL OR KNOWLEDGE.

THIS RELEASE IS INTENDED TO DISCHARGE LESSOR FROM ALL LIABILITY FOR ANY INJURY TO ANY AND ALL PERSON(S) AND ALL PROPERTY CONNECTED WITH THE LEASE OF THE PROPERTY SPECIFIED HEREIN. THIS INCLUDES, BUT IS NOT LIMITED TO, PROPERTY DAMAGED, LOSS OF USE OF PROPERTY, PHYSICAL INJURY, DEATH, ENJOYMENT OF LIFE, LOSS OF PROFITS, INJURY TO GOODWILL, INJURY TO REPUTATION AND ALL OTHER FORMS OF CONSEQUENTIAL INJURY AND DAMAGE, REGARDLESS OF HOW MUCH SUCH INJURY OR DAMAGE IS CALLED OR CHARACTERIZED. LESSEE WAIVES ALL RIGHTS TO SUE HOW-EVER BOUNCE COMPANY, LLC FOR ANY INJURY A CHILD OR ADULT MAY SUFFER DUE TO NEGLIGENCE OR ANY OTHER CAUSE.

LESSEE SHALL BE IN FULL CHARGE OF THE SAFE USE AND OPERATION OF THE PROPERTY LEASED HEREIN AND PROMISE AND AGREE TO INDEMNIFY AND HOLD LESSOR INCLUDING ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, AND SHAREHOLDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES, AND LIABILITIES ARISING, OR WHICH MAY ARISE, FROM THE USE AND OPERATION OF THE PROPERTY LEASED HEREIN.

DUTY TO MITIGATE- IN THE EVENT OF INJURY, DAMAGE OR LOSS DUE TO LESSOR'S NEGLIGENCE, LESSEE AGREES AND ASSUMES THE DUTY TO MITIGATE ALL COSTS RESULTING FROM SAID INJURY, DAMAGE OR LOSS.

DISCLAIMER OF CONSEQUENTIAL DAMAGES- LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE FROM LESSOR, BY SIGNING THIS CONTRACT, LESSEE AGREES THAT ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIGNING THIS CONTRACT, LESSEE AGREES THAT NO EXPRESS WARRANTY AS TO THE CONDITION OF PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE IS HEREBY DISCLAIMED.

MERGER CLAUSE- THIS SIGNED CONTRACT INCOMPASSES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND THE LESSEE, NO AMENDMENT, WHETHER FROM PREVIOUS OR SUBSEQUENT NEGOTIATIONS BETWEEN THE LESSEE AND THE LESSOR, SHALL BE VALID OR ENFORCEABLE UNLESS IN WRITING AND SIGNED BY ALL PARTIES TO THIS CONTRACT. THE INVALIDITY OR UNENFORCEABILITY OR ANY PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT EFFECT THE OTHER PROVISIONS HEREOF.

Lessee hereby agrees to be onsite at the time of delivery OR designate a responsible adult which will be onsite at the time of delivery. Lessee further agrees and acknowledges How-Ever Bounce Company, LLC shall train Lessee (or designated adult) as the designated attendant of the ride in accordance with the manufacture;s safety and operating procedures. Thereafter, Lessee/ Attendant shall be responsible for overseeing the ride at ALL times, ensuring ALL safety and operating procedures are enforced.

Lessee Name (print): _____

Lessee Signature: _____

Lessee Address: _____

Lessee Telephone Number: _____

Lessor Signature: _____