

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee ("Customer") agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse SNAKK Entertainment LLC DBA Inflatago ("Inflatago" or "Rental Company") for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery & Operation: Lessee grants Inflatago and its employees and/or contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. The Lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used aside from those provided by Inflatago. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied shut to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. If the breaker(s) switch has flipped please flip it back and check the electricity. If there is a 'reset' button (usually red) above one of the plugs along the same breaker circuit please push the button and check the electricity. Customer is subject to an additional charge of \$25.00 for all service calls, including those related to electrical issues.

Payments: A non-refundable down payment is required at time of booking. All outstanding balances must be paid 72 hours prior to rental date. No refunds will be made after the equipment has left the warehouse, even in the event of bad weather.

Weather Disruptions: We understand that bad weather happens and prioritize the safety and satisfaction of our Customers. We offer a "rain-check" credit valid for 12-months in the event of inclement weather during scheduled rental time.

Cancellation Policy:

Cancellations 72 hours in advance of rental date are fully refundable with no penalty, less the non-refundable down payment. Cancellations within 72 Hours of rental date will be charged the full contracted rental price. No refunds after the truck has left the warehouse. Once the equipment is enroute to the event, no refunds will be issued, regardless of the reason for cancellation.

On Premises Marketing: The Customer agrees to allow Inflatago to place a sign advertising its business on the Customer's property for the duration of the rental period. The sign will be placed in a visible location, at the discretion of Inflatago, and will remain on the property for the duration of the rental period. The Customer agrees not to remove, alter, or interfere with the sign during the rental period. Upon completion of the rental, Inflatago will remove the sign from the property. The Customer understands that this advertising sign placement is part of the rental agreement and no additional fee will be charged for this service.

Cleaning Fee: A \$75 cleaning fee may be assessed at the discretion of Inflatago should the condition of the bounce house warrant sanitization above and beyond typical standards upon pickup.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or a hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass,

or any jagged objects. Unit cannot be moved by Lessee after being placed by Inflatago employees and/or

Contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Inflatago employees and/or contractors and the anchors MUST NOT be removed during the period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightning. High winds include speeds over 20 mph. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: **Before entering the unit,** have all users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the guidelines for number of riders and other rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Inflatago. **Always** follow the directions for use on the unit itself. If your inflatable unit has a pool, please drain during periods without responsible adult supervision.

Additional Terms of Lease: Inflatago is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result.

ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, pens, markers, pencils, foam or trash, in or around the unit at any time. Silly string and like objects will cause permanent damage to the unit and Lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If Lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not to be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold SNAKK Entertainment LLC, Inflatago or its affiliates Inflatago harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless SNAKK Entertainment LLC, Inflatago or its affiliates from injuries or damages incurred as a result of the use of the leased equipment. SNAKK Entertainment LLC, Inflatago or its affiliates cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions

beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless SNAKK Entertainment LLC, Inflatago or its affiliates from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Inflatago makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact SNAKK Entertainment LLC DBA Inflatago if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessee's own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify SNAKK Entertainment LLC, Inflatago and its affiliates for all costs incurred by the Rental Company in enforcing the terms of this lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Inflatago determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Inflatago may exercise any of the following remedies: termination of this agreement; re enter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Inflatago and Lessee will abide by the TX state laws and forgo filing a lawsuit to solve the dispute.

BY AGREEING TO THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY SNAKK ENTERTAINMENT LLC DBA INFLATAGO PERSONNEL AS A TRAINED OPERATOR FOR THE AFOREMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).