

NUTHIN BUT FUN, LLC
TERMS AND CONDITIONS OF RENTAL

1. **DEPOSIT.** An advance deposit of 50% of total rental price is required to secure the equipment or services agreed upon. EQUIPMENT SHOULD NOT BE CONSIDERED RESERVED UNTIL THE RENTAL AGREEMENT IS SIGNED AND DEPOSIT RECEIVED. The remaining balance is DUE AND PAYABLE UPON DELIVERY, prior to the start of set-up operations, unless other arrangements are made in which case the renter agrees to the payment terms set forth below.
2. **ELECTRICAL REQUIREMENTS.** Nuthin But Fun is not responsible for providing appropriate electrical power unless otherwise specified above. The power requirements for each inflation fan are as follows; each inflation fan needs to be on a 20-amp breaker system and it's the renter's responsibility to insure that these requirements are met. If in the home, the laundry room or garage is the best places to plug in each inflation fan. All items requiring electrical power must be positioned no more than 100' of the power source. NO REFUNDS will be credited for equipment, which cannot run because the renter failed to provide adequate power.
3. **CANCELLATION.** If a reservation is canceled less than 2 days before the date of the event, the deposit, up to 50% of the rental charges, is forfeited. If the equipment is set-up and the event is cancelled before the scheduled start time, 50% of the remaining rental shall be due and payable. If the equipment is operating and the event is canceled, the full rental charge shall be due and payable.
4. **RAIN POLICY.** If an event is canceled because of rain, Nuthin But Fun must be notified not less than 24 hours before the start of the event. Failure to do so will result in forfeiture of deposit. If the 24-hour cancellation requirement is met, the full deposit shall be credited for future rentals. If the equipment is set up and the event is canceled before the scheduled start time, 50% of the remaining rental shall be due and payable. If the equipment is operating and the event is canceled, the full rental charge shall be due and payable.
5. **OVERTIME RATES.** Overtime rates will be calculated based on the original duration and price, and shall be charged for each hour or portion thereof for equipment kept in operation beyond the scheduled end time.
6. **PERMITS AND LICENSES.** The renter shall assume the cost of any permits or licenses if required by local or county ordinances.
7. **EQUIPMENT BREAKDOWN.** A total of 20 minutes of down time shall be allowed during each 4 hours of operation or portion thereof for ride maintenance, without penalty. If equipment is down for more than 20 minutes, a refund shall be based on the total price of the ride, prorated on an hourly basis to the nearest 15 minutes. All other factors such as size of crowd, time of day, etc. shall be considered irrelevant when calculating any adjustment.
8. **ADDITIONAL INSURANCE.** It is the renter's responsibility to see if a park or organization needs to be additionally insured. If the park or organization requests additional insurance, it is the renter's responsibility to get the exact wording that the organization is requesting. Nuthin But Fun will charge a fee to additionally insure any park or organization. Nuthin But Fun also needs at least 3 working days to submit to our insurance company. If the renter fails to do so, Nuthin But Fun will not be held responsible and no refund will be given in the event the renter is unable to use a piece of equipment because there wasn't proper insurance.
9. **EQUIPMENT THAT IS RENTED** without Nuthin But Fun attendants will not be subject to refund if failure of such equipment is result of user error.
10. **DEFINITIONS.** "Equipment" means any one or more of the items identified as such on the first page of this rental contract and shall include any accessories, attachments or other similar items delivered to Customer, such as but not limited to: extension cords, pig tails, inflation blowers, generators, fuel, ground tarps, balls, stakes, etc... "Customer" means the person or entity identified as such on the first page of this Rental Contract including any representative, agent, office or employee of Customer.
11. **AUTHORITY TO SIGN.** Any individual signing this Rental Contract represents and warrants that he / she is of legal age and has the authority and power to sign this Rental Contract on their own behalf or for the Customer.
12. **DISCLAIMER OF WARRANTIES.** Nuthin But Fun makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose. There is no warranty that the equipment is suited for customers intended use or that it is free of defects. Except as may be specifically set forth in this Rental Contract, Nuthin But Fun disclaims all warranties, either express or implied, made in connection with this Rental Transaction
13. **INDEMNITY/HOLD HARMLESS/DAMAGES. Liability for damage/injury to equipment, persons and property:** Customer assumes the risk of any and all injuries of any kind or nature including wrongful death as a result of the misuse of the equipment pursuant to this Rental Contract. Customer agrees to hold Nuthin But Fun and its officers and employees free and harmless from and to indemnify and defend Nuthin But Fun against any and all suits, actions, proceedings, claims, judgments or demands, costs and charges, legal expenses, damages and penalties result from injury or damage to any and all persons, including wrongful death and including employees of the customer or anyone else and property damage in any way arising out of or in any way connected with the equipment rented hereunder, by any person, including employees of Nuthin But Fun whether or not caused in part by the active or passive negligence or other fault of Nuthin But Fun or its officers or employees indemnified hereunder; provided however, customer's duty hereunder shall not arise if such claims, suits or liability, injuries or death or other claims or suits are caused by the sole negligence or willful misconduct of Nuthin But Fun or its officers or employees indemnified hereunder. The provisions of any workers' compensation act or similar statute hereunder shall not limit customer's obligation. Customer agrees to pay for any and all damages or loss to equipment except as provided under the Rental Protection Plan Provisions
14. **RECEIPT & INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the equipment prior to taking possession thereof, finds it in good working order and repair and suitable for Customers' needs. Customer is familiar with the proper operation and use of each item of equipment. Customer has inspected or will inspect blower operation, machines running properly, inflatables without holes or rips. Nuthin But Fun is not responsible for any damage to Customers' vehicle as a result of either towing or storing equipment in Customers' vehicle.
15. **USE OF EQUIPMENT.** Customer will not use or allow anyone to use the equipment: (a) for an illegal purpose or illegal manner; (b) without a license if required, under any applicable law or (c) who is not qualified to operate. Customer agrees, at Customers sole expense, to comply with all applicable municipal, state and federal laws, ordinances and regulations (including O.S.H.A) that may apply to the use of the equipment. Customer agrees to check inflatable for any damages, inflation blower running properly, oil and gas in generators and to immediately notify Nuthin But Fun when equipment needs repair or maintenance. Customer also agrees that should equipment fail during operation, that it is the sole responsibility of the Customer to notify Nuthin But Fun immediately at the emergency numbers on the first page of this contract. Failure to do this will result in a non-refund. Customer acknowledges that Nuthin But Fun, LLC, has no responsibility to inspect the equipment while it is in Customers possession.
16. **MALFUNCTIONING EQUIPMENT.** Should the equipment become unsafe, malfunction or require repair, Customer shall immediately cease operation of the equipment and immediately notify Nuthin But Fun. If such condition is the result of normal operation, Nuthin But Fun will repair or replace the equipment with similar equipment in working order if such equipment is available. Nuthin But Fun has no obligation to repair or replace equipment rendered inoperable by misuse or neglect. Customers' sole remedy for any failure or defect in equipment shall be the termination of any rental charges accruing after the time of failure. Customer must call the numbers listed on the first page of this Rental Contract in order to terminate any rental charges.
17. **RETURN OF EQUIPMENT, DAMAGED OR LOST EQUIPMENT.** At the expiration of the rental period, customer will return the equipment to Nuthin But Fun. Such equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear as defined below. Customer shall be liable for all damages to or loss of the equipment from the time the equipment is delivered to the location until the equipment is picked up. In the case of loss or destruction of any equipment, or inability or failure to return same to Nuthin But Fun for any reason whatsoever, Customer shall pay Nuthin But Fun the reasonable cost of repair and pay rental on the equipment at the regular rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, Customer shall pay Nuthin But Fun the reasonable cost of repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. Nuthin But Fun shall be under no obligation to commence repair work until Customer has paid to Nuthin But Fun the estimated cost therefore.
18. **REASONABLE WEAR AND TEAR.** Reasonable wear and tear to the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on rental per day basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water, and air pressure levels; (b) except where Nuthin But Fun expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, ripping, tearing, staining; (e) any damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of Nuthin But Fun.
19. **LATE RETURN.** If not returned by the end of the rental period, in addition to rental rates set forth in this rental contract, customer agrees to pay an additional rental charge of the full daily rental rate. Customer agrees to pay for any damage or loss of the equipment occurring between the time the equipment is returned and the commencement of Nuthin But Fun next business day in the event the equipment is returned to Nuthin But Fun other than Nuthin But Fun's regular business hours.
20. **PAYMENT.** All amounts due hereunder shall be payable in full at the time of drop off of equipment. Customer acknowledges that timely payment of rental charges is essential to Nuthin But Fun's business operations and it would be impractical and extremely difficult to fix damages caused by late payment. Customer and Nuthin But Fun agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such past due amounts or, the maximum amount allowed by the law.
21. **FAILURE TO DELIVER.** Customer releases and discharges Nuthin But Fun from any and all liability or damages (including consequential and special damages) which might be caused by Nuthin But Fun's failure or inability to deliver any equipment by any specified date or time.
22. **TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Contract is not a contract of sale and title to the equipment shall at all times remain with Nuthin But Fun, Inc. Unless covered by a specific supplemental agreement signed by Nuthin But Fun, Inc. the Customer has no option or right to purchase the equipment. Customer shall keep the equipment free and clear of all mechanics and other liens and encumbrances.
23. **DEFAULT.** Customer shall be deemed to be in default should customer in any way fail to pay any amount when due hereunder or, to perform, observe or keep any provision of this Rental Contract, or should the Customer become "insolvent" (as defined herein) or, should Nuthin But Fun anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, Nuthin But Fun may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore. (c) Cause Nuthin But Fun employees or agents, without notice or legal process, to enter upon Nuthin But Fun's property and take all action necessary to retake and reposes the equipment, in which event Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Nuthin But Fun in retaking and repossessing; or (d) pursue any other remedies available by law. The Customer shall be considered "insolvent" if the Customer (1) shall generally not pay, or shall be unable to pay or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (2) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; or (3) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (4) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (5) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.
24. **CUSTOMERS INSURANCE COVERAGE.** Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the equipment during the entire rental period. When requested, Customer shall supply to Nuthin But Fun proof of such insurance by Certificate of insurance clearly setting forth the coverage for the equipment and naming Nuthin But Fun as loss payee and additional insured; such insurance and evidence therefore to be in amounts and form satisfactory to Nuthin But Fun. The Certificate of Insurance and policy shall provide the Nuthin But Fun shall receive not less than 30 (thirty) days notice prior to any cancellation of the insurance requested hereunder.
25. **NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, sub rent, assign or loan the equipment without first obtaining the written consent of Nuthin But Fun. Any such action by Customer without Awesome' written consent shall be void. Customer agrees to use and keep the equipment at the job site set forth on the first page of this Rental Contract unless Nuthin But Fun approves otherwise in writing.
26. **ENTIRE AGREEMENT / ONLY AGREEMENT.** This Rental Contract represents the entire agreement between the Customer and Nuthin But Fun with respect to the equipment and the rental of the equipment. There are no oral or other representations or agreements not included herein. None of Awesome' right or Customers rights may be changed and no extension of the terms of this Rental Contract may be made except in writing, signed by both Nuthin But Fun and Customer. Any use of Customers purchase order number on this Rental Contract is for Customers convenience only. This Rental Contract supersedes any purchase order or other customer provisions or forms whether sent to or received prior or subsequent to this Rental Contract.
27. **OTHER PROVISIONS.** Any failure of Nuthin But Fun to insist upon strict performance by Customer of any terms and conditions of this Rental Contract shall not be construed as a waiver of Nuthin But Fun's right to demand strict compliance. Customer has carefully reviewed this Rental Contract and waives any principle of law, which would construe any provision hereof against Nuthin But Fun as the draftsman of this Rental Contract. Customer agrees to pay all reasonable costs of collection, court, attorney's fees and other expenses incurred by Nuthin But Fun, Inc. in the collection of any charges due under this Rental Contract or in connection with the enforcement of its terms. Customer shall pay the rental charge(s) without any offsets, deductions or claims. The federal and state courts in the county in which Nuthin But Fun is located shall have exclusive jurisdiction over all matters relating to this Rental Contract. Trial by jury is waived. Nuthin But Fun shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.
28. **CRIMINAL WARNING.** The use of false identification to obtain equipment or the failure to return the equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

I, THE UNDERSIGNED RENTER, SPECIFICALLY ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE INSTRUCTION REGARDING THE RENTAL AND USE OF SAID EQUIPMENT.

CUSTOMER SIGNATURE _____

DATE _____