Jumping Bean Party Rental, Inc.

EQUIPMENT RENTAL AGREEMENT
WITH LIABILITY RELEASE

DEFINITIONS:
"Equipment" means any of the items listed above and on any addendum to this Agreement, together with any accessories, attachments or other items delivered to Customer.
"Lessor" or "Jumping Bean" means Jumping Bean Party Rental, Inc.
"Lessee" or "Customer" means the Customer listed above.
"Delivery Location" means the Delivery Address set forth above.
"Rental Period" means the period between the actual deliver of the Equipment and the actual pick up of the Equipment by Jumping Bean.

RENTAL AGREEMENT/PAYMENT DUE IN ADVANCE
The customer hires Jumping Bean, as Lessor, of all the Equipment, on the terms and conditions set forth in this Agreement.
The Total Fees set forth above are payable in full, less deposit, on date of delivery, prior to set up.

RESERVING EQUIPMENT/DELIVERY FEES
Equipment will be reserved upon receipt of a signed contract and/or a deposit of 10% of Total Fees, unless otherwise stated, payable by cash, check or credit card. Customers must provide Jumping Bean with deposit within 5 business days of the quote, at which time an invoice confirming order with balance due will be provided. Unless otherwise provided, all charges for delivery and pickup of equipment are based by zip code and are listed as line item on quotes and/or invoice. If the lessee cancels order within 8 hours prior to our arrival and/or we are on site, Lessee will charged 50% of the balance outstanding immediately.

DISCLAIMER OF WARRANTIES/LIMITED WARRANTY
Customer rents the Equipment **AS IS** and not being the manufacturer of the Equipment, the manufacturer's agent or the seller's agent, Jumping Bean makes **NO WARRANTY OF REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, DESIGN OR CONDITION OF THE EQUIPMENT**. Jumping Bean shall not be responsible for any direct, indirect, incidental or consequential damages arising from possession or use of the Equipment, whether such damages are foreseeable and whether Jumping Bean has been advised of the possibility of such damages. Customers agree that Jumping Bean shall not be liable for any delay in delivery or installation of, or any failure to deliver or install, any Equipment. Notwithstanding the foregoing, in no event shall Jumping Bean's liability (whether in tort, negligence or otherwise) to Customer with respect to the Equipment under this Agreement exceed an amount equal to the Total Fees paid by Customer.
Provided, nonetheless, Lessor warrants that the Equipment will be in good working order when delivered. Lessor's sole and exclusive obligation under this Limited Warranty is limited to repair or replacement when Lessor determines that any Equipment does not conform to this Limited Warranty.

USE OF EQUIPMENT/ASSUMPTION OF RISK
Customer shall use the Equipment in a manner and for the use contemplated by the manufacturer thereof. Without the prior written consent of Jumping Bean, Customer shall not assign, lend, transfer, or sublease the Equipment, or cause or permit any of the Equipment to be moved from the Delivery Location and location were staked or weighted to the ground. Customer shall bear the risk of any loss, theft, damage or destruction to the Equipment during the Rental Period.
Customer assumes all risks related to rental and use of the Equipment and all others during the Rental Period.

RELEASE OF LIABILITY/CUSTOMER RESPONSIBILITY/INDEMNIFICATION
Customer will take all necessary precautions regarding the Equipment and protect all persons and property from injury or damage. Customer acknowledges that they oversee the operation, installation and use of the Equipment, and are fully responsible for its safe operation and installation as well as the return of the Equipment in good working order. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Equipment, or to any claims by any other person(s) injured by or because the Equipment, while the Equipment is in the possession of the Customer and hereby releases Lessor, its owners and employees and subcontractors from liability for negligence.
Customer agrees to defend, indemnify and hold harmless Lessor, its owners, employees and subcontractors from and against any and all liability, claims, judgments, attorneys fees, and costs, of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Equipment is in the actual or constructive possession of Customer.
These General Release, Indemnity and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise because the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers.

SITE PREPARATION
Please be sure the Delivery Location is ready (lawns mowed, furniture moved, vehicles moved, clean up all waste from animals, etc.) before the crew is scheduled to arrive. If it is not ready or accessible when the crew arrives, the Customer will incur an additional fee and/or the Equipment may not be delivered. Customer represents to Jumping Bean that Customer owns the Delivery Location, and Customer grants to Jumping Bean the right to enter the Delivery Location for all purposes of this Agreement.
Client agrees to inform Jumping Bean, in writing, via fax or personal delivery, at least 10 days prior to the event, of the existence and location of any underground and or above ground utilities (i.e. phone lines, cable lines, sprinkler systems, water lines, gas lines, electric lines, septic system, etc.), or conditions that may interfere with the ability to stake and/or anchor equipment. The client will assume responsibility for all damage to underground and or above ground utilities in the absence of notice or incorrect location of utilities. Jumping Bean **WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY AT THE EVENT**.

DELIVERY AND SET UP/RECEIPT AND INSPECTION OF EQUIPMENT
Jumping Bean will strive to accommodate Customer's delivery request; however, delays and changes in the schedule are sometimes unavoidable. All items will be delivered and picked up at the Delivery Location. The Customer must be available to inspect and count all items upon delivery and pickup; otherwise, the Equipment will be deemed in good working order, and Jumping Bean's counts will be considered accurate.
Customer rents the Equipment **AS IS** and will read the operating and safety instructions prior to use.

USE AND CARE OF EQUIPMENT/SAFE OPERATION
Customer agrees not to use or allow anyone to use the Equipment in any illegal or unsafe manner. Customer will ensure use of the Equipment in a safe and prudent manner, in accordance with the RULES FOR USE OF EQUIPMENT attached hereto and made a part of this Agreement.
Customer is responsible for all damage to the Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment. Customer shall be liable to Lessor for all damage which is not "ordinary wear and tear" in an amount equal to the replacement value listed on the front 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, contamination of or dirtying of the Equipment with non-approved items such as chemicals, non-approved food, paint, silly string, clay, or other materials.

EQUIPMENT PROBLEMS
Should any Equipment develop a problem, or not function correctly at any time, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment and call/text Lessor.

SECURITY DEPOSIT
Customer shall pay a security deposit of 10% unless otherwise stated for the Total Fees at the time that this Agreement is signed. This deposit will be applied to the rental. Full refund of deposit for any reason within 7 days of confirmed booking. Confirmed bookings are considered confirmed once a deposit has been made. After 7 days deposits are offered as a raincheck for 1 year from cancel date. We may apply it against damages and any other item that might be due under this Agreement. Any amounts refundable to the Customer shall be paid within ten (10) days upon cancel within that 7-day period. The security deposit shall not bear interest.

TITLE/POSSESSION OF EQUIPMENT

Customer's right to possession of the Equipment begins upon the items being delivered to the Delivery Location and terminates on the actual pick up by Lessor. Retention of possession, or any failure to permit the pick-up of the Equipment at or after the end of the Rental Period constitutes a material breach of this Agreement. If 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, plus all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor.

Title to the Equipment is and shall remain in Lessor. Customer agrees to keep the Equipment in Customer's custody and control from the time of Lessor's delivery, until Lessor's pick up. Customer shall not cause nor

permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Location, or otherwise transfer such items. If rental items are not returned 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 all claims and costs arising from such retaking.

ATTORNEYS' FEES

Customer will pay any legal fees and costs, including court costs, incurred by Jumping Bean to enforce this Agreement.

LESSOR IS NOT A FOOD SUPPLIER

Customer acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, Cotton candy sugar and sno cone syrups which may be supplied with the Equipment, are a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor, and so long as Lessor advises Customer, in writing, after Customer requests, with the name and address of the supplier of any specific item, Customer hereby agrees to waive and release, indemnify and hold Lessor harmless from and against all claims of whatever kind or nature arising out of or involved with the food items supplied.

CREDIT CARD REQUIREMENTS

A valid credit card is required to open an account. All information must be included and this Agreement filled out completely and signed at the bottom of this Agreement. Charges billed to the credit card will consist of missing or damaged items, plus 4% or charges left unpaid after 10 days of event. A detailed invoice of those charges and copy of the receipt will be mailed to you after the event. Client hereby authorizes Jumping Bean to charge this credit card 3.5% on any unpaid balance at time of delivery.

FINAL PAYMENT DUE PRIOR TO EVENT

Final payment is due at any time **PRIOR TO EVENT except for business/organizational checks must be into office 10 days prior to event date.** if paying by check. No orders will be delivered until full payment is received.**NO** personal checks accepted. In the case where a balance due is unpaid past 30 days, the client agrees to pay an interest charge of 10% per month on the outstanding balance

CLEAN UP AND PREPARATION FOR PICKUP

All trash and decorations of any kind should be removed from the tent or other Equipment before scheduled pickup time. There will be an additional charge for any items that have to be removed. All chairs and tables should be stacked in designated location as delivered.

WEATHER

Customer understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however, there may be situations, particularly those involving strong winds and lightning, in which the tents will not provide protection and may even be damaged or blown over. Evacuation of tents to avoid possible injury is recommended when severe weather threatens the area where the tent is erected. People must leave the tents and not seek shelter in tents during such conditions. Because it may be difficult to determine if the weather is severe enough to necessitate evacuation, it is best to err on the side of caution. In other words, if in doubt, evacuate. The customer agrees that in the event of a predicted or actual storm or excessive winds, Jumping Bean may dismantle any equipment that has been previously installed to ensure the safety of all involved.

BAD WEATHER POLICY

During periods of severe weather conditions (i.e. rain, high winds, etc), we reserve the right to cancel your reservation. If conditions are not too severe, we will give you the option of keeping it or not. **If you decide to keep the Equipment, there will be no refunds once the Equipment is set up.**

CUSTOMER IS SOLELY RESPONSIBLE FOR EQUIPMENT

RESPONSIBILITY FOR THE EQUIPMENT AND SAFE USE OF THE EQUIPMENT REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all equipment is secured when not in use and protected from the weather. Be sure all equipment is returned according to this Agreement. The Customer is solely responsible for any additional charges incurred because of failure to meet these conditions.

ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the entire understanding between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces all prior agreements between the parties.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New York.

SEVERABILITY

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

REFUND/CANCELLATION POLICY

1. Weather preventing events from going forward raincheck good for 1 year or refund of deposit.
2. Full refund of deposit, 7 days from booking date. After 7 days the rain checks good for 1 year.
3. Family emergencies at the "discretion of lessor".
4. If the lessor must cancel for any reason within terms of this agreement, a refund deposit or raincheck will be offered.
5. ***Non- refundable deposits*** Tent rental and tent rental packages ONLY.
6. ***There are NO refunds once we set up/secure equipment at your location. NO exceptions.***
7. If the lessee cancels order within 8 hours prior to our arrival and/or we are on site, Lessee will be responsible for 50% of the balance outstanding immediately.

Jumping Bean Party Rental, Inc (518) 581.7100/01
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