

## RENTAL AGREEMENT

By signing your name at the bottom of this form, you, the Customer (as defined below) agree and acknowledge that the Customer has read, understands, accepts full responsibility for, and is bound by the terms and conditions contained in this Rental Agreement (as defined below), which also consists of any optional products purchased by Customer in connection with this rental and the Reservation Details (as defined below) hereof for the Rental Period (as defined below) whether or not subsequent agreements are executed by Customer or if Yincolines assigns a new agreement number during the Rental Period for the purpose of invoicing Customer.

**1. DEFINITIONS.** "Rental Agreement" means this Online Rental Agreement, including the Reservation Details. "Yincolines" means Yincolines, Inc. "Equipment" means any one or more of the items identified in the Reservation Details and any accessories, attachments, or other similar items delivered to Customer, including, but not limited to bounce houses, moonwalks, water slides, air blowers, deflation alarms, electrical cords, vinyl tarps, foldable tables, foldable chairs, sandbags, and stakes. "Customer" means the person or entity identified as such in the Reservation Details or any representative, agent, officer, or employee of Customer. "Store" means the location closest to the Job Location described in the Reservation Details. "Rental Period" means the period of time between the date "From" and date "To," set forth in the Reservation Details. "Reservation Details" means the Equipment, Rental Period, Delivery Information, Payment Information, and other information provided by Customer. "Credit Card" means the credit card provided by Customer as part of this Rental Agreement or otherwise kept on file with Yincolines' payment processing company.

**2. AUTHORITY TO SIGN.** Any individual agreeing to this Rental Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Rental Agreement on behalf of Customer.

**3. INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD YINCOLINES, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS, AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST YINCOLINES BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY YINCOLINES FOR THAT PART OF ANY LOSS, DAMAGE, OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF YINCOLINES. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE RENTAL AGREEMENT.

**4. INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer will inspect the Equipment prior to taking possession thereof, and Customer will only accept delivery of the Equipment if Customer determines that the Equipment is in good working order and repair and is suitable for Customer's needs. Customer further acknowledges that Customer will inspect the air blower(s). Customer acknowledges that Customer is familiar with the proper operation and use of each item of Equipment. Customer acknowledges that, prior to taking possession of the Equipment, Customer will obtain and read all safety bulletins, and operator manuals for each item of Equipment.

**5. LIMITATION OF LIABILITY.** In no event shall Yincolines be liable or responsible to Customer or any other party for: (i) any loss, damage, or injury caused by, resulting from or in any way connected with the Equipment, its operation, or its use, (ii) Yincolines' failure to deliver the Equipment as required hereunder, or Yincolines' failure to repair or replace non-working Equipment; (iii) or any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use, and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Yincolines and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

**6. USE OF EQUIPMENT.** Customer will not use or allow anyone to use the Equipment: (i) for an illegal purpose or in an illegal manner, (ii) or who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances, and regulations (including O.S.H.A.) which may apply to the use of the Equipment. Customer agrees to: (i) check the integrity of the equipment rented, air blowers, extension cords; (ii) clean and visually inspect the Equipment hourly; (iii) and immediately notify Yincolines when Equipment needs repair or maintenance and cease using the Equipment. Customer acknowledges that Yincolines has no responsibility to inspect the Equipment while it is in Customer's possession. Yincolines shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

**7. DISCLAIMER OF WARRANTIES.** YINCOLINES 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 CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, YINCOLINES DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

**8. MALFUNCTIONING EQUIPMENT.** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Yincolines. If such condition is the result of normal operation, Yincolines will repair or replace the equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. Yincolines has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. In case of equipment failure not caused by misuse or neglect on behalf of Customer, or people designated by Customer; Yincolines, at its own discretion, and whenever reasonably possible, will make efforts to replace Equipment rendered inoperable.

**9. RETURN OF EQUIPMENT /DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Yincolines will pick up the Equipment from Customer's Location during regular business hours. The Equipment is to be in the same condition as when delivered to Customer, including cleanliness, 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 installed at the location requested by Customer until the Equipment is picked up by Yincolines from Customer's service location, including any damage during transit to or from Customer. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Yincolines for any reason whatsoever, Customer will immediately pay Yincolines the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Yincolines the reasonable cost of repair and pay rental on the Equipment at the regular daily rental rate until all repairs have been completed. Yincolines shall be under no obligation to commence repair work until Customer has paid to Yincolines the estimated cost therefor. Customer agrees that Yincolines reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

**10. THIS SECTION LEFT BLAKN INTENTIONALLY.**

**11. REASONABLE WEAR AND TEAR.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis (as defined in Section 12 below). The following shall not be deemed reasonable wear and tear: damage resulting from, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of ripped nets, basketball hoops, and banners; bending, tearing, staining, or corrosion of the Equipment or

any part thereof; (v) wear resulting from use in excess of shifts for which rented; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

**12. LATE RETURN.** Customer agrees that if the Equipment is not returned or available to be picked up by Yincolines by the end of the Rental Period, Yincolines, in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Reservation Details; (ii) for periods less than 12 hours, pay the full daily rental rate applicable to the Equipment; (iii) or pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that Yincolines reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to the late return of Equipment.

**13. RENTAL PERIOD/CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Yincolines' warehouse and end when the Equipment is returned to the warehouse during Yincolines' regular business hours. Rental charges do not include the cost of Setup, Delivery and Tear Down.

**13a. CLEANING CHARGE:** Customer acknowledges that Customer is required to return the equipment clean and free of tree debris, mud, paper, balloons, glitter, glue, tape residue and/or paint, and any other element that is not an integral part of the Rented Equipment. IN THE EVENT THAT CUSTOMER FAILS TO RETURN THE EQUIPMENT IN THE SAME CONDITION IT WAS DELIVERED, CUSTOMER AGREES TO A CLEANING CHARGE AS FOLLOWS:

- a. Mud \$200 to \$500 depending on the amount of damage.
- b. Feces, urine, or vomit \$350
- c. Sand or mulch \$300
- d. Orbeez/Water Absorbing balls \$200
- e. Glitter, water balloons, lipstick, or makeup \$175
- f. Glue, paint, and tape residue \$100
- g. Any object inside the unit, food, or beverage \$50 to \$300 depending on the time consumed to clean.
- h. Candy, food, or chewing gum \$150
- i. Piñata paper or confetti \$300
- j. SILLY STRING: the applicable charge is the full current replacement cost of the damaged rented item. Due to the unreversible damage of Silly String, such damage is NOT covered by the Damage Waiver.**
- k. Other foreign items that can be cleaned by hand, utilizing normal cleaning practices, and will not exceed a cleaning time of 15 minutes \$45

**14. RESTRICTED MATERIALS.** Customer acknowledges that Customer is prohibited from or allowing others to let restricted materials to come into contact with rented Equipment. Such materials include but are not limited to: Fireworks, dish detergent or any kind of soap, glitter, canned crazy string, aerosols, shoes, jewelry, glass, eyeglasses, sunglasses, candy, cake, confetti, piñatas, pets, any and all electronic equipment, glue, lipstick, tape (of any kind), balloons, any type of decorations or ornaments, food, beverages, or any other object, material, substance, or elements not provided by Yincolines, and that are specifically designated to be used in conjunction with rented Equipment.

**15. GUARANTEE DEPOSIT.** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder. In the event of any breach by Customer, the deposit will be credited against any damages, cost, or expense incurred by Yincolines as a result of the breach. The Guarantee Deposit amount is determined on a per-rented-item basis at \$500 per inflatable, tent and/or power generator.

**16. PAYMENT.** All amounts due hereunder shall be payable in full by 6:00 PM on the day before the Customer's event. Customer acknowledges that timely payment of rental charges is essential to Yincolines' business operations, and it would be impractical and extremely difficult to fix the actual damages caused by late payment.

**17. TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Yincolines. Unless covered by a specific supplemental agreement signed by Yincolines, 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.

**18. TIME IS OF THE ESSENCE.** Customer acknowledges that Time is of The Essence. Yincolines is committed to deliver and install equipment at Customer designated locations in a timely fashion. Customer is required to have the designated area properly identified, accessible, and free and clear of debris, including but not limited to animal feces, sharp objects, or anything that could compromise the integrity of the rented Equipment. Customer is required to identify a power outlet that is located less than 100 feet from the specific area where the equipment is to be installed. Customer acknowledges that certain Equipment models require two air blowers, for which Customer is required to identify two power outlets that are connected to separate circuit breakers. SHOULD THE CUSTOMER FAIL TO COMPLY WITH THIS SECTION, CUSTOMER AGREES TO COMPENSATE YINCOLINES FOR THE DOWN TIME AT A RATE OF \$90/HOUR. THIS SECTION ALLOWS NO EXCEPTIONS OR SPECIAL CONSIDERATIONS TO CUSTOMER.

**19. EQUIPMENT PERFORMANCE.** Customer is hereby advised that Inflatable Equipment rented will collapse should electrical power be interrupted. Customer agrees that Customer will take all necessary precautions to ensure an uninterrupted supply of power to allow the equipment to perform adequately.

**20. CANCELLATION AND RESCHEDULING.** Yincolines, at its own discretion, will allow Customer to reschedule their event (once) due to Acts of God. Rescheduling requests must be received in writing by Yincolines at least 14 (fourteen) days prior to Customer's event. Customer's new/rescheduled event must not fall on/or within 7 (seven) days of a nationally-recognized holiday. The rescheduled date must be within the same calendar year of the original reservation. Rescheduled events are not eligible to be canceled. Should Customer decide not to keep their rescheduled reservation, Customer agrees to forfeit their Reservation Deposit. If Customer requires to cancel their original reservation, Yincolines will require Customer to cancel their reservation 14 days before the day of their event. If done so in this manner Yincolines will refund any Reservation Deposit placed with Yincolines at the time of reservation, subject to Section 20b. Cancellation notices received 10 days or less before the day of the event will be assessed a charge of 50% of the total due, based on the original agreement. Cancellation notices received the day of the event are not valid and Yincolines will require the Customer to pay the full amount of the Reservation, regardless of whether the Customer wishes to receive the equipment or not.

**20a. HOLIDAY CANCELLATIONS:** should Customer decide to have their Holiday reservation canceled for any reason or for no reason, Customer agrees to forfeit their entire reservation deposit.

**20b. CANCELLATION ADMINISTRATIVE FEE.** Should Customer choose to cancel their Reservation, Customer agrees that a \$50 administrative fee will be deducted from any Reservation Deposit that the Customer might have placed with Yincolines.

**21. NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, sub rent, assign, or loan the Equipment without first obtaining the written consent of Yincolines, and any such action by Customer, without Yincolines written consent, shall be void. Customer agrees to use and keep the Equipment at the Install Location originally defined by Customer, set forth in this Rental Agreement unless Yincolines approves otherwise in writing.

**22. ENTIRE AGREEMENT / ONLY AGREEMENT.** The Rental Agreement, including the Reservation Details, represents the entire agreement between Customer and Yincolines 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 Yincolines' rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both Yincolines and Customer.

**23. CLASS ACTION WAIVER.** Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis and that any one person's claims or proceedings may not be consolidated with any other claims or

proceedings. Customer will not sue Yincolines as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Yincolines. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

#### 24. OTHER PROVISIONS.

- a. Any failure of Yincolines to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of Yincolines' right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against Yincolines as the drafter of this Rental Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Rental Agreement.
- b. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Yincolines in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.
- c. Customer shall pay the rental charge(s) without any offsets, deductions, or claims.

#### RENTAL PROTECTION PLANS

The Rental Protection Plans ("RPPs") are optional products that can be purchased in lieu of a refundable Guarantee Deposit. These products modify certain terms of this Rental Agreement. IF NO RENTAL PROTECTION PLAN IS PURCHASED, YOUR CREDIT CARD WILL BE CHARGED A REFUNDABLE GUARANTEE DEPOSIT OF \$500 PER INFLATABLE, TENT, AND/OR POWER GENERATOR.

**TERMS AND CONDITIONS OF THE RENTAL PROTECTION PLAN.** In return for payment set forth under the Rental Protection Plan Options, Yincolines agrees to limit its rights under section 9 and thereof as follows:

##### RENTAL PROTECTION PLAN OPTIONS:

- \$39 Rental Protection Plan #1 covers damages to one Rented Equipment up to \$300, or
- \$49 Rental Protection Plan #2 covers damages to one Rented Equipment up to \$600.

For a non-refundable fee as set forth above, per inflatable, tent or power generator, plus applicable state and local taxes, and subject to the conditions set forth herein, Yincolines waives its right to collect amounts from Customer beyond \$300 or \$600 based on the Rental Protection Plan purchased.