

TERMS AND CONDITIONS

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **Primetime Party Zone, Inc.** has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing **AT ALL TIMES** correct operation of and use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.

2. General Release/indemnity/hold harmless: I, _____, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **Primetime Party Zone, Inc.** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **Primetime Party Zone, Inc.** or anyone acting on behalf of **Primetime Party Zone, Inc.** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Primetime Party Zone, Inc.** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Primetime Party Zone, Inc.**, it is agreed to do so solely in the State of Massachusetts. I agree that if any portion of this agreement is found to be void or unenforceable the remaining portions shall remain in full force and effect. In consideration of being permitted by **Primetime Party Zone, Inc.** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **Primetime Party Zone, Inc.** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I, _____, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

Customer Signature

Date

(If under 18) Parent or Guardian Signature

Date

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement. "**Primetime Party Zone, Inc.**" shall mean **Primetime Party Zone, Inc.**, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Primetime Party Zone, Inc.** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by **Primetime Party Zone, Inc.**. If the Equipment is delivered by **Primetime Party Zone, Inc.** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

5. Returned Check policy: In the event that a check is returned to **Primetime Party Zone, Inc.** for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00 fee to **Primetime Party Zone, Inc.** in cash immediately upon notice.

6. Weather: Primetime Party Zone, Inc. cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.

7. Delivery: Primetime Party Zone, Inc. shall deliver the Rental Equipment to address specified by Customer as listed on the invoice page of this Agreement. Customer grants to **Primetime Party Zone, Inc.** true right to enter the property at specified address for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.

8. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

9. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by or delivery to **Primetime Party Zone, Inc.**. Retention of possession, or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **Primetime Party Zone, Inc.** the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Primetime Party Zone, Inc.**. Title to the rental items is and shall remain in **Primetime Party Zone, Inc.**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Primetime Party Zone, Inc.**'s delivery of the items, until **Primetime Party Zone, Inc.** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Primetime Party Zone, Inc.** 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 **Primetime Party Zone, Inc.** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **Primetime Party Zone, Inc.** immediately.

10. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to **Primetime Party Zone, Inc.** for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental

Initial

equipment on the invoice page 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 rental equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 11), mud, clay, or other materials. Customer shall pay full price for a replacement unit if unit cannot be repaired.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reinflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at **978-282-9663**.

12. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by **Primetime Party Zone, Inc.** and shall be immediately due and payable by Customer D) **WARNING** - extra caution and supervision are required for children ages three (3) and under, E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate, F) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time, G) Do not move the inflatable from the location where set-up; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; For other questions regarding the safe installation of equipment, please call our office at **978-282-9663**. I) Do not let the inflatable unit rub up against any surface.

13. TRANSPORTATION EXPENSE: Except as provided herein, all charges in delivering and subsequent pick up of the BOUNCE unit with respect, of the Delivery Address is included in the Rental Fee. In the event that BOUNCE unit is not returned at the appointed time by Lessee a \$50.00 Transportation Fee shall be automatically imposed.

14. GENERAL RULES TO FOLLOW DURING USE OF THE BOUNCE UNIT.

- a. Only compatible age groups and size shall play on the BOUNCE unit at the same time. The maximum number of rides of each group that should play in BOUNCE unit are: 13x13 unit: age under 8: 8-10, age 8 to 12: 4-6, Older teens: 3-4, Adults: 3. 15x15 unit: age under 8: 10-12, age 8 to 12: 7-9, Older teens: 4-6, Adults: 4.
- b. All Riders MUST REMOVE SHOES before playing in the BOUNCE unit.
- c. To avoid neck and back injuries, FLIPS ARE NOT ALLOWED.
- d. CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE BOUNCE UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY.
- e. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the BOUNCE unit. If upon pick up, such cleaning is required then a \$50.00 cleaning fee shall be automatically imposed.
- f. DO NOT MOVE the BOUNCE unit from the place where it was installed. If the BOUNCE unit moves, pull the corner back to its original location of installation. CAUTION: Keep the BOUNCE unit away from swimming pools.

15. Limited Warranty: Primetime Party Zone, Inc. warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. **Primetime Party Zone, Inc.'s** sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when **Primetime Party Zone, Inc.** determines that it does not conform to this warranty. **Primetime Party Zone, Inc.** makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **Primetime Party Zone, Inc.** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. **Primetime Party Zone, Inc.** shall not be responsible for any defect or failure unknown to **Primetime Party Zone, Inc.** at the time of delivery.

16. Anchor Points: If there is any question whether or not there are underground utilities located in the setup area contact Dig Safe System, Inc. at 888-DIG-SAFE or go to their website at www.digsafe.com. I also agree to hold **Primetime Party Zone, Inc.** harmless for any underground utility, leaching fields or any other underground obstructions which may be damaged during the setup of any **Primetime Party Zone, Inc.** equipment.

17. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in any unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate government agencies prior to use.

18. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

19. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

20. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

21. Entire Agreement: This Agreement constitutes the full agreement between **Primetime Party Zone, Inc.** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

22. Cancellation Policy: All cancellations must be received at least 96 hours in advance and confirmed by Primetime Party Zone to be valid. Any rental deposits collected at the time of booking the event are non-refundable, but can be applied to a rental within a 30 day period.

Customer Signature

Date