

PARTY MAGIC

RENTAL POLICIES, SAFETY RULES & CONTRACT

1. **PHYSICAL CONDITION OF RENTAL ITEM(S)** You acknowledge that prior to taking the rental item(s), you examined it, saw it in operation (if appropriate) and are aware of its condition and that it is in good physical and mechanical condition except for any defects noted on this contract. The equipment is of the size, design, capacity and manufacture as selected by the customer. It is your responsibility to return the rented item(s) to PARTY MAGIC in the same condition except for ordinary wear and tear. Customer understands that used equipment is NOT in the same condition as it was new and may not operate as safely, efficiently, or effectively as if it were new.

2. **DELIVERY AND PICK-UP OF EQUIPMENT** In no event shall PARTY MAGIC be liable for any damages arising out of delivery delays or failure, including, but not limited to, work stoppages, delivery or operational deficiencies or failure, breakdowns, strikes, Acts of God, unavailability of replacement equipment, or any other nature, or any other cause, whether such delays or failure are avoidable or not. Delivery and/or pick-up may be prior to or after the rental date. You will supply a safe and direct route to the site and you grant PARTY MAGIC, irrevocable permission to drive on grass or lawns. If our vehicle gets stuck you will pay the expense to remove vehicle.

3. **USE OF ITEM(S)** You agree that you have read and understood the instruction given by PARTY MAGIC in the proper and safe manner of using the item(s) or that you are so familiar and told PARTY MAGIC that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. The equipment will not be removed, for any reason, from the designated address. Subleasing or improper use is prohibited. You have read and understood all manuals, written operating instructions and warnings as supplied for the equipment.

4. **RESPONSIBILITY FOR USE & DISCLAIMER OF WARRANTIES** You are responsible for the use of the rented item(s). You assume ALL risks, whether obvious or not, in the delivery, set-up, operation, dismantling, and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold PARTY MAGIC, its principles, and employees harmless from, and hereby release PARTY MAGIC, its principles and employees from, any and ALL claims for damage to property or bodily injury (including death) resulting from the delivery, set-up, use, operation, dismantling or possession of the item(s), except to the extent it may be proven and/or found that such damage or injury resulted in whole or in part from the negligence of PARTY MAGIC, its principals, and/or employees or from the defective condition of the item(s) which is known to PARTY MAGIC its employees or agents at or before the time the item(s) are placed in your possession. YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

5. APPLICABLE LAWS Renter is responsible for complying with ALL applicable laws with regards to the equipment, including the acquisition and payment of ALL required permits, except to the extent PARTY MAGIC, either expressly confirms its acceptance of such responsibility or its responsibility is non delegable under governing law as set forth in paragraph 514A of the regulations under New Jersey's Carnival-Amusement Riders Safety Act. Renter agrees to assume the entire responsibility for the defense of and to pay, indemnify and hold PARTY MAGIC, its principles, and employees harmless from, and hereby release PARTY MAGIC, its principles, and employees from, any and ALL claims arising from failure to abide by ALL local, state or federal laws.

6. RESPONSIBILITY FOR EQUIPMENT From the time the item(s) is received by you, you are responsible for the item(s). If the item(s) is lost, stolen or damaged under any circumstances while in your possession or control, except only where damage to the equipment while in your possession results from PARTY MAGIC negligence, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). If the item(s) is returned not clean, a cleaning charge will be imposed. Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution. Damage waiver is optional, non-refundable, and excludes loss, theft, and or intentional damage.

7. ITEM(S) FAILURE You agree immediately to discontinue the attempt to use the rented item(s) should it be at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify PARTY MAGIC, of the facts. PARTY MAGIC agrees in its discretion to make the item(s) operable within a reasonable time or provide you with a like item if available, or make a like item available at another time or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs, including 6 and 8. In all events, PARTY MAGIC shall not be responsible for any injury or damage, including consequential damage resulting from failure or defect of a rented item(s) except under circumstance described in Paragraph 4.

8. RETURN OF ITEM(S) The rented item(s) is PARTY MAGIC property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. If you desire to extend the term of this rental beyond the term and date specified on the reverse side under "Time Due Back," you must immediately notify PARTY MAGIC to obtain our approval, the terms for such extension and a modification of this contract (see Paragraph 11). If this agreement has not been extended and you fail to return the item(s) when due in, PARTY MAGIC to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the items(s) at any time and to do so PARTY MAGIC or its representatives may enter your property and you hereby waive any right of action against PARTY MAGIC for such entry and retaking conducted with reasonable care. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime, PARTY MAGIC in addition to any other action it may take with regard to items which are not timely returned, may notify the authorities and take other action, including the filing of criminal complaints subjecting you to prosecution.

9. **CHARGES AND PAYMENTS** Time is money. You are responsible for rental charges from the time the item(s) is delivered as specified on the reverse side under "Date in" and "Time out" until it is returned, and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent or principal shall be responsible for and shall pay PARTY MAGIC all charges hereunder. All charges are due upon receipt of the item(s) and on demand. If the rental charges are charged to someone other than the Renter, the Renter represents, he/she is the agent of such party and has the right to charge this rental, the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. All returned checks, for any reason, will be charged a service charge of \$25.00 for each incident. With your signature on the face of this document, you hereby authorize PARTY MAGIC to charge the credit card that you supplied for enforcement of any and all parts of this contract. With your signature you also agree not to place any claim, stop payment or dispute of any type against any charges that PARTY MAGIC places on this credit card to enforce this contract.

10. **COLLECTION COSTS** You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collection of any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

11. **INCLEMENT WEATHER-ACTS OF GOD** PARTY MAGIC assumes no responsibility for inclement weather and/or acts of God. You agree to accept full responsibility of inclement weather and/or acts of God. Inclement Weather Waiver is NOT insurance and restrictions apply. You are responsible for this contract IN FULL if inclement weather cancels your event.

12. **REMOVAL OF EQUIPMENT** In its sole discretion, if the renter is in violation of any term of this agreement, safety or operational procedure, state or local, PARTY MAGIC retains the right to remove the equipment immediately without any compensation to the renter.

13. **MODIFICATION OF CONTRACT AND SEVERABILITY** This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of PARTY MAGIC's rights may be changed and no extension of the term of this contract may be made except in writing signed by PARTY MAGIC, and made a part of this contract. If any provision of this contract is held invalid, that shall not affect other provisions that can be given effect without the invalid provision.

I have read this policy and agreed to all its terms.

Client Signature

Date

BOUNCE RIDE SAFETY RULES

A responsible adult must supervise the ride at all times.

1. Remove children' shoes
2. Remove sharp objects from pockets
3. Remove eyewear and jewelry
4. Group riders according to size (don' t mix large kids with small ones)
5. Keep kids away from each other. Don't allow flips or rough housing.
6. High winds (over 20mph) require deflation of the ride.
7. Ride must be staked according to the manufacturers specifications.
8. Do not use ride in the rain. If it becomes wet, inflate until dry before using again.
9. Do not allow more riders than the manufacturer recommends.
10. Don't allow riders near the ride while it inflates or deflates.

Be safe! Not sorry!

INFLATABLE SLIDE SAFETY RULES

A responsible adult must supervise the ride at all times.

1. Remove children' shoes
2. Remove sharp objects from pockets
3. Remove eyewear and jewelry
4. Follow manufacturer's recommendations for maximum number of riders.
5. Slide feet first only. Do not crawl up the slide.
6. Keep kids away from each other. Don't allow flips or rough housing.
7. High winds (over 20mph) require deflation of the ride.
8. Ride must be staked according to the manufacturer's specifications.
9. Do not use ride in the rain. If it becomes wet, inflate until dry before using again.

Be safe! Not sorry!