

ADDITIONAL TERMS AND CONDITIONS FOR AGREEMENT

DELIVERY AND PICK-UPS: Equipment will be delivered to ground level backyard tent area, dock, door, garage, or any other location accessible to our delivery vehicle. There is an additional charge for the use of stairs and elevators to place and retrieve items, or if delivery/pick up location is not accessible with a hard surface for rolling carts or dollies.

PAYMENT /RETURNED CHECK OR ANY TYPE OF PAYMENT POLICY: The total balance will be due upon delivery unless Lessee has been made full payment ahead of time. Then, a copy of the invoice will be provided at time of delivery. In the event that a check or credit card payment is returned to HEMET PARTY RENTAL for insufficient funds or credit, Lessee agrees to pay the total rental price as well as an additional \$35.00 and any legal fees immediately upon notice.

TABLES, CHAIRS AND LINENS: Chairs and tables will be delivered stacked and/or folded. However, we offer a set-up and take down service for these items at an additional charge. These arrangements **MUST** be made prior to delivery and pick-up. When picking-up all tables must be folded, chairs must be restacked and ready for pick-up in the same manner and place as delivered to avoid a breakdown fee. Linens must be completely dry and folded. Please shake linens free of food and confetti. Please do not place linens in plastic bags; this may lead to mildew. Torn or burned linens are subject to full replacement cost. All equipment must be left under a tent, on a covered porch or in a garage to protect it from inclement weather conditions.

CLEANING FEES: We expect to receive our inflatables back in a fairly clean condition. We realize that children are in and out which can allow grass enter. We will not charge for cleaning this. However, as mentioned on the Rental Agreement, any food, drink stains, silly string (just to mention a few), will result in a minimum \$50.00 clean-up fee at the time of pickup. The inflatable will be inspected before its packed up at your location. All concession machines or food warmers **MUST** be returned cleaned, free from food, and ready for pick-up in the same manner they were delivered to avoid a \$35.00 cleaning fee for each item.

EQUIPMENT PROBLEMS: Should any equipment develop a problem, suddenly stop functioning correctly, or Lessee does not understand the operating Instructions, the Lessee agrees to immediately stop using the equipment. For example, if the inflatable unit begins to deflate, Lessee will immediately have the riders exit the unit. Check for one of the following conditions: a) 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. If it has not, check the circuit breaker to see if it has been thrown. Lessee can also check the switch on the blower to make sure that it is on. b) If motor continues not to run, check for blockage of the air intake screen on the side of the blower unit. Also, check air tubes on the back of it for snugness and tighten the ties if necessary. If either of these steps corrects the problem, fully re-inflate the unit prior to using it. If these steps do not correct the problem, please call us immediately.

POSSESSION, TITLE AND LEGAL FEES: Lessee's right to possession of the rental equipment begins upon the items being delivered to Lessee's premises and terminates on the actual pick up by HEMET PARTY RENTAL. Retention of possession or any failure to permit the pick-up of the item(s) before, 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, damage, or destruction, the Lessee is obligated to pay the full replacement value. This includes taxes, shipping, and lost potential revenue, plus any and all incidental costs associated with the attempted pick up or recovery of the equipment. Title to the rental items is and shall remain to HEMET PARTY RENTAL. Lessee agrees to keep the rental equipment in its custody and control from the time it's delivered until it's picked- up. Lessee shall not permit these leased items to be sublet, rented, sold, transferred or removed from the event address. If rental items are not returned and/or levied upon for any reason whatsoever, HEMET PARTY RENTAL may start a legal process in order to repossess all the items involved in this agreement. Lessee hereby agrees to indemnify, defend, and hold HEMET PARTY RENTAL harmless from any and all claims and costs arising from such retaking and/or levy. In the event that an attorney is retained to enforce any provision of the Agreement, HEMET PARTY RENTAL 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.

LESSEE'S ACKNOWLEDGMENT: This Agreement constitutes the full agreement between the Lessee and HEMET PARTY RENTAL. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Lessee also acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agrees to be bound by all the terms, conditions, and policies. Lessee understands its content and that he/she executes it freely, intelligently and without duress of any kind. Lessee acknowledges the receipt of the rental equipment that is the subject of this Rental Agreement and General Release.