

TERMS AND CONDITIONS OF RENTAL

Moonwalkers, Inc., the lessor and dealer (hereafter referred to as Moonwalkers), hereby rents to the customer, identified by their signature on this contract, the personal property described, subject to all terms and conditions of this contract. The customer in consideration thereof, acknowledges and agrees as follows:

1. **RENTAL AND TERM:** Rental charges commence on delivery of equipment to renter and end upon return of equipment to Moonwalkers.
2. **INSPECTION:** Customer acknowledges that he has personally inspected the equipment, finds it suitable for his needs and in good condition, that he understands its proper use and agrees to inspect the equipment prior to use and notify Moonwalkers of any defects.
3. **EQUIPMENT FAILURE:** Customer agrees to immediately discontinue the use of the rented equipment should it, at any time, become unsafe or in a state of disrepair, and to immediately (one hour or less) notify Moonwalkers of the facts. Moonwalkers agree, in our discretion, either to: repair the rented equipment, or provide you the customer with a similar rental or make like inflatable available to you at another time (if acceptable to you) or adjust the rental charge. This provision does not relieve the customer from your other obligations under this rental contract.
- X _____ 4. **HOLD HARMLESS:** Customer assumes all risks inherent in the operation and use of the rented equipment by customer or anyone else. Customer agrees to assume the entire responsibility for the defense of , and to pay, indemnify, and hold Moonwalkers harmless from, and release Moonwalkers from, any and all claims for damage to property or bodily injury (including death), or for loss of time or inconvenience resulting from the use, operation or possession of the rented equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from our negligence, from the defective condition of the rented equipment, or from any cause.
5. **PROHIBITED USES:** Use of equipment in the following circumstances is prohibited, and constitutes a breach of contract: (a) Use for illegal purpose or in illegal manner, (b) improper, unintended use or misuse, (c) Use by anyone other than customer or his employees, without Moonwalkers written permission, (d) use at any location other than the address rented equipment was delivered, (e) use when equipment is in bad repair or unsafe, (f) Use by persons who are not competent in its operation, (g) **USE WITHOUT ADULT SUPERISION AT ANY TIME.**
6. **ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT:** Moonwalkers may assign its rights under this contract without customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Moonwalkers written permission. Any purported assignment is void.
7. **DAMAGE OR LOST EQUIPMENT:** Customer agrees to pay for any damage to or loss of equipment as an insurer, regardless of cause, except reasonable wear and tear, while equipment is out of the possession of Moonwalkers.
8. **THEFT OF EQUIPMENT:** Customer agrees to pay for equipment (based at its new replacement cost when rented) for all type of theft or mysterious disappearance.
9. **COLLECTION COSTS:** Customer agrees to pay all reasonable collection, attorney and court fees and other expenses involved in the collection of charges or enforcement of Moonwalkers rights under this contract.
10. **DISCLAIMER OF MANUFACTURE/ OR WARRANTIES:** Customer agrees that Moonwalkers is neither the manufacturer of the equipment nor the agent of the manufacturer. Moonwalkers shall not be responsible for any loss, damage or injury to customer or customers' property, including incidental, special or consequential damages in any connection with the operation, use, defect in or failure to the equipment. Customer assumes all risk and liability for and agrees to hold Moonwalkers and its assigns harmless from all damages and injuries or death to persons or property arising out of the use or handling of the equipment.
11. **LOADING AND UNLOADING EQUIPMENT:** Customer is not responsible for loading and unloading equipment. Moonwalkers is responsible for the delivery, proper set up of equipment, and pick up of equipment. Moonwalkers does not assume responsibility for personal injury, including damage and personal injuries attributed to unauthorized dismantling of equipment.
12. **ACCIDENT NOTIFICATION:** Customer will immediately notify Moonwalkers in the event of any accident, including names and addresses of all persons involved and all witnesses.
13. **TAXES:** Customer agrees to pay any and all taxes, license fees, or permit fees arising out of the rental or the equipment. Customer agrees to pay said taxes whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by governmental authority for taxes arising out of this transaction, Customer agrees to pay Moonwalkers said taxes upon demand.