

All About That Bounce

TERMS AND CONDITIONS

INSPECTION: Customer acknowledges that Customer has had an opportunity to personally inspect the equipment and finds it suitable for Customer's needs and in good condition, and that Customer understands the proper use. Customer further acknowledges Customer's duty to inspect the equipment prior to use and notify **All About That Bounce** of any defects.

REPLACEMENT OF MALFUNCTION EQUIPMENT: If the equipment becomes unsafe or in disrepair because of normal use, Customer agrees to discontinue use and notify **All About That Bounce**, who will replace the equipment with similar equipment in good working order, if available. All About That Bounce is not responsible for any incidental or consequential damage caused by delays of otherwise.

WARRANTIES: THERE ARE NO WARRANTIES OF MERCHANTABILITY OF FITNESS EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

POSSESSION/TITLE: **All About That Bounce** owns the equipment and title in and to all of it will always remain with **All About That Bounce**. Customer is entitled only to use and possess the Equipment for the Rental Period, subject to the terms of this contract. If the customer retains any of the equipment Customer retains any of the equipment beyond the agreed Term without **All About That Bounce** express written consent, Customer will be deemed to have materially breached this Contract. Customer will not take, grant, or permit the taking of any equipment, and Customer hereby waives any and all liens or other similar claims on any portion of the Equipment, and Customer will take such actions as may be necessary; at Customer's sole cost and expense, to ensure that any and all such liens are released as soon as possible.

HOLD HARMLESS/INDEMNITY: Customer assumes all risks associated with the possession, use, transportation, and storage of the Equipment. ACCORDINLY, CUSTOMER HEREBY WAIVES ANY AND ALL LIENS, AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ALL ABOUT THAT BOUNCE FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE). RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY CUSTOMER, CUSTOMER'S EMPLOYEES AND/OR THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM **ALL ABOUT THAT BOUNCE'S** INTENTIONAL MISCONDUCT.

ASSIGNMENT AND SUBLETTING: **All About That Bounce** may, at **All About That Bounce's** sole option, assign all or any portion of **All About That Bounce's** rights and/or remedies under this Contract without Customer's consent. CUSTOMER MAY NOT ASSIGN CUSTOMER'S RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY CUSTOMER SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT **ALL ABOUT THAT BOUNCE'S** PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY CUSTOEMR WILL, AT **ALL ABOUT THAT BOUNCE'S** OPTION, BE DEEMED VOIDED AB INITIO.

ASSUMPTION OF RISK: Customer acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury(ies) and/or property damage. CUSTOMER VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASE AND DISCHARGES **ALL ABOUT THAT BOUNCE** AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH **ALL ABOUT THAT BOUNCE'S** INTENTIONAL MISCONDUCT.

PROHIBITED USES: Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract. (A) Use for illegal purpose or illegal manner. (B) Use when the equipment is in bad repair or is unsafe. (C) Improper, unintended use or misuse. (D) Use by anyone other than Customer or his employees, without All About That Bounce's written permission. € Use at any location other than the address furnished to All About That Bounce without All About That Bounce written permission. (Does not apply to mobile equipment).

ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT: Dealer may assign his/her 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 Dealer's written permission. Any purported assignment by Customer is void.

TIME OF RETURN: Customer's right to possession terminates on the expiration of the rental period (Due "In Date & Time") and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.

LATE RETURN: Customer agrees to return the rented goods during **All About That Bounce's** regular business hour, upon expiration of the rental period ("Due In" date and time) as designated in the contract, The daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.

DAMAGED, DIRTY, OR LOST EQUIPMENT: Customer agrees to pay for any damage to or loss of goods, as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of **All About That Bounce**. The customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by Customer, whether performed by **All About That Bounce**, or, at **All About That Bounce's** option, by others.

TIME OF PAYMENT: Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

COLLECTION COSTS: Customer agrees to pay all reasonable collection, Attorney's and court fees and other expenses involved in the collection of the charges or enforcement of **All About That Bounce's** rights under this contract.

REPOSSESSION: Upon a failure to pay rent or other breach of this contract, **All About That Bounce** may terminate this contract and take possession of and remove the goods from wherever they are, and All About That Bounce and agents shall not be liable for any claims for damages or trespass arising out of the removal of goods.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

PROPERTY DAMAGE: **All About That Bounce** is not responsible for any damage whatsoever as a result of deliveries or pickup by **All About That Bounce**.

FEES, LICENSES, PERMITS, TAXES AND FINES: The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes, and fines, required by or resulting from the Customer's use or operation of any Equipment.

UNDERGROUND FACILITIES: Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of **All About That Bounce** crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities. Customer must call one week prior to installation.

EQUIPMENT FAILURE: In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or needs maintenance or repair, Customer agrees to immediately discontinue use, notify **All About That Bounce**, and if directed to do so, will not repair or have anyone else repair any Equipment. Failure to timely notify **All About That Bounce** will result in Customer being charged for all time out.

FUEL CHARGE: Equipment with gas/diesel must be returned full of fuel or Customer will be charged at the current **All About That Bounce's** rate.

SITE PREPARATION: If **All About That Bounce** has agreed to deliver any Equipment, Customer agrees to have site clean and ready for the delivery and installation or dismantling and retrieval, and Customer, agrees to pay an additional charge for any delay incurred, or additional labor performed by **All About That Bounce** resulting from Customer's failure to timely do so.

INSURANCE: If any of the Equipment to be used for a commercial purpose or is otherwise designated as "Customer Insured" on page 1, Customer agrees to maintain (a) property damage and casualty insurance on "all risks" basis for full replacement cost of the Equipment (including without limitation, all risks of loss or damage covered by the standard extended coverage endorsement) with such deductibles, if any, as may be acceptable to **All About That Bounce's** discretion; and (b) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, operation, use or possession of the Equipment during the Term, and shall name All About That Bounce as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention, and shall waive subrogation against **All About That Bounce**. The customer agrees to provide **All About That Bounce** copies of the proper endorsements for the above coverages specifying that they will not be canceled during the Term. Any insurance **All About That Bounce** carries will be deemed to be more than Customer's insurance.

DAMAGE WAIVER: If customer pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusion below, **All About That Bounce** agrees to modify the terms of this contract and relieve Customer of liability for accidental damage to the rented item(s) on this contract, and loss due to fire, windstorm, upset and riot. **All About That Bounce** excluded from the waiver, however, and loss of damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage mysterious disappearance or any loss due to Customer's failure to care for the rental item(s), as prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a truck, the Customer is not relieved of liability of accidental damage for the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Customer must file a report to the proper law enforcement authorities and furnish **All About That Bounce** a copy. In addition, if Customer has insurance for loss or damage, Customer shall exercise, and shall empower **All About That Bounce** to exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with **All About That Bounce** to obtain recovery and all insurance proceeds be given or assigned to All About That Bounce.

WAIVER OF JURY TRIAL: Each party waives its right to a jury trial of any claim or cause of action based on or arising out of this agreement of the subject matter hereof. The waiver pertains to all disputes that may relate to the subject matter hereof, including, without limitation, contract, tort, breach of duty, and all other common law and statutory claims, and will not be subject to any expectations. Each party (A) understands that this is a waiver of important legal rights and (B) acknowledges that he/she/it has had a reasonable opportunity to discuss this waiver and its effects with legal counsel. Accordingly, each party knowingly, voluntarily, irrevocably, and unconditionally waives its jury trial rights.

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

I certify that I have read and agree to all terms of this contract.

Print

Signature

Date