

# TERMS AND CONDITION OF RENTAL CONTRACT

For good and valuable consideration, you and JB Caribbean, LLC a Texas corporation, agree as follows:

**1. Defined Terms:** As used herein, "P.1" means the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including the "Instructions" described in Section [or §] 4 below; "Site" means the "JOB LOCATION" set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the party "RENTED TO" (or "Lessee") identified on P.1.

**2. Rental:** You agree to rent from JBC the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay JBC the rent set forth on P.1 (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by JBC in the condition required under § 6. Unless otherwise specifically agreed by JBC, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for party and event-related items (e.g., bounce houses, tents, tables, chairs) identified on our website at: WWW.RENTJBC.com; and (b) a single-shift basis for all equipment identified on our website at: WWW.RENTJBC.com, not exceeding 8 hours per calendar day, 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 4. Additional amounts will be due for overuse, misuse and late returns. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us: (i) the Estimated Rent, together with any deposit(s) specified on P.1 in advance (together, the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to JBC; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise specifically agreed by JBC. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.

**3. Site:** You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any services (including delivery and/or retrieval), you will: (a) pay our charge(s) for the same and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for delay(s) caused by other parties, including providers of other goods and/or services ("Other Providers") for which you hereby release and hold harmless JBC. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition and quantities of the Item(s) and the Site).

**4. Instructions:** Upon your execution of this Contract (or upon later delivery of the Item(s)), unless you immediately reject it/them, you represent, warrant and agree that: (a) each Item: (i) is complete, in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by JBC), examined and inspected solely by you or your agents; and (b) you: (i) have received, read and understand the training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IBC, IFC, IEEE, ASSE, ASME, DOT and/or ANSI Standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety equipment (INCLUDING FALL AND RESPIRATORY PROTECTION DEVICES); (iv) will give all required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities and the Site's owner(s); (v) will advise all utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811, and go to www.texas811.org or www.lonestar811.com) at least 48 hours (excluding weekends and holidays) in advance; and (vi) will immediately cease using, and cause all others to cease using, any Item that breaks down, malfunctions or proves defective (a "Breakdown").

**5. Breakdowns:** In the event of a Breakdown, you will immediately notify and return the subject Item(s) to, JBC, and provided the Breakdown did not result from or in connection with your breach this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with comparable item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. JBC will have no other obligation(s) regarding Breakdowns, all of which you hereby waive (including incidental, consequential, special, exemplary and punitive damages)

**6. Protection:** You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. IMPROPER PACKING MAY RESULT IN DAMAGE, FOR WHICH YOU WILL BE LIABLE.

**7. Ownership/Subletting:** Except with respect to Rented Items which we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), JBC owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. You SHALL NOT loan, transfer, sublease or assign any Rented Item or this Contract without the prior written consent of JBC (in its sole discretion). JBC may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of JBC.

**8. TRAINING:** YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Rented Item is used reasonably, safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, reposition, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any law, policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent (in our sole discretion). YOU SHALL ALSO ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES.

**9. WARNINGS:** LIFTS, SCAFFOLDS, POWERED EQUIPMENT AND TOOLS (INCLUDING ITEMS USED FOR DIGGING, DRILLING, CUTTING, COMPACTING, WELDING, BREAKING, BORING, LIFTING, LOADING, TOWING AND/OR HAULING), CAN BE DAINGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, CATCH FIRE OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. EXERCISE EXTREME CARE WHEN DEALING WITH SUCH ITEM(S).

**10. NO WARRANTIES:** JBC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. NEITHER JBC NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY AND ALL IMPLIED WARRANTY (IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM

DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY JBC OR ANY TPO, NOR DOES JBC OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, MODELS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY JBC OR ANY TPO.

**11. INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, EXAMINATION, DESIGN, MANUFACTURE, USE, DELIVERY, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, JBC AND EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with your breach of this Contract; and (C) waive all rights and remedies available under the Uniform Commercial Code as adopted in Texas, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against the Indemnitees (and each of them).

**12. Limited Damage Waiver:** If and only if, we have offered and you have paid the non-refundable fee for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) in advance of the Term, your liability to JBC for physical damage to Rented Item(s) covered by LDW will be limited as set forth in our Limited Damage Waiver Guide and Addendum, a copy of which you acknowledge receiving and carefully reviewing. You may decline LDW if you provide to us proof that you have property damage/inland marine insurance covering all Item(s) for their full (new) replacement value. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

**13. Defaults:** Your duties hereunder are unconditional. If you or any guarantor: (a) fail to timely pay or perform any of your obligations under this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW as provided in §12, you will be in default hereunder, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, empty, lock and/or disable any or all of the Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless JBC and its agents); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase one or more replacement Item(s); (vi) recover from you and/or any guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the balance of the Term, interest and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available in connection herewith, all of which are cumulative.

**14. Certain Other Rights and Remedies:** To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our exclusive property. If any performance required of us is delayed or impaired as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) we actually receive from you hereunder. You agree to: (a) provide all insurance we may require (including liability coverage of at least \$1,000,000 and property damage/inland marine coverage for the full (new) replacement value of all Rented Item(s)); and (b) pay all sales, use and other taxes, as well as all fines, fees, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of other rights and/or remedies available to JBC.

**15. Miscellaneous:** This Contract, and any Addenda provided by JBC (including as applicable, our form(s) of "Aerial Equipment," "Temporary Structures," "Trailer," and "Limited Damage Waiver" Addenda), each of which is incorporated herein), constitute the entire agreement between you and JBC, superseding all other agreements and representations (including our website and advertising). If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain in full force and effect. Except only as expressly provided herein, this Contract cannot be modified without JBC's written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than, with respect to your obligations hereunder, the TPO(s), if any. This Contract applies to all Rented Item(s) identified on P.1, and to all other items you obtain from JBC at any time (except only as may otherwise be agreed by JBC). This Contract shall be interpreted under the laws of the State of Texas. Proper venue for all civil legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal, state and local courts located in or nearest to Johnson County, TX (unless waived by JBC). You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract and/or any Addenda(um) we provide shall be deemed originals.

**16. Sales:** Any item(s) sold to you ("Sale Items"), as identified on P.1, are provided "AS-IS" and "WITH ALL FAULTS," and are subject to the terms of this Contract (modified as necessary to address sales). All Items not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)."

**17. Warning:** Obtaining property available only for rent with the intent to avoid payment, and/or failing to timely return such property may be DEEMED THEFT, RESULTING IN CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Texas Penal Code §31.04 et seq. for details.