BACKYARD PARTY RENTALS, LLC

EQUIPMENT RENTAL TERMS AND CONDITIONS

By placing an order with Backyard Party Rentals, LLC you agree to be bound by the terms and conditions ("Agreement") set forth herein. These terms govern your use of our services and your rental of the equipment from our website. Please read these terms carefully before finalizing your order as they contain important information about your obligations and commitments. By proceeding with your purchase, you acknowledge that you have read, understood and accepted these terms and conditions.

This Agreement is entered into by and between Backyard Party Rentals, a Wisconsin Limited Liability Company ("**Jon Faust**") and the purchaser ("**Renter**").

1. Rental. In consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Owner rents to Renter and Renter rents from Owner the equipment ("Equipment") specified in the online order ("Order").

2. Rental Period. The Rental Period shall begin on the Start Date and Start Time and terminate on the End Date and End Time specified in the Order. Renter's right of possession terminates upon the expiration of the Rental Period set forth in this Agreement. Time is of the essence in this contract. Any extension of the Rental Period must be agreed upon in writing.

3. Rental Amount. Renter agrees to pay Owner the Total Fee specified in the Order for use of the Equipment. Fifty percent of the Total Fee is due immediately upon acceptance of this Agreement as the Down Payment in accordance with the terms of Section 4 below. The remainder of the Total Fee must be paid prior to taking possession of the Equipment.

4. Down Payment and Cancellations. The Down Payment is non refundable. Reservations canceled within 10 days will owe 75 percent of the total invoice. Reservations canceled within 3 days with owe 100 percent of the invoice.

5. Late Fees. Unless otherwise provided in a Delivery and Set Up Addendum agreed to by the parties, Renter shall return all rented Equipment to Owner prior to expiration of the Rental Period. All Equipment returned after the Rental Period defined above will be considered a late return and subject to Late Fees. Renter shall be charged twenty percent (20%) of Total Fee if Equipment is returned within two (2) hours of the end of the Rental Period. Renter shall be charged one hundred percent (100%) of the Total Fee for each calendar day the Equipment is returned after the Rental Period expires. The Late Fee described herein is in lieu of Owner's rights to seek lost profits damages resulting from the failure to provide the Equipment to other renters. However, in addition to the Late Fees, Renter hereby agrees to indemnify and hold Owner harmless against any contractual damages, including but not limited to the return of any Down Payments to other renters which resulted from Renter's failure to return the Equipment on time (the "Indemnity").

6. Equipment Pickup and Return. Renter shall pick up and return Equipment from Owner's main office at 251 19th Avenue, South, Wisconsin Rapids, Wisconsin, 54495. Renter is aware the Office may be unstaffed at time of pick-up and/or drop-off. Renter is responsible for loading and unloading the Equipment, including the proper securing of the Equipment to any vehicle which is hauling it away. Renter shall follow all instructions and procedures provided by Owner for the pick-up and return process. By removing the Equipment from the Office, Renter agrees that Equipment is in suitable condition and free of damage that would affect rental purpose or safe use. If the Equipment has any damage or defect to it which Renter does not want to be held responsible for, Renter agrees to take a time stamped picture of the damage to the Equipment which also shows the Equipment to still be at the Office. Renter agrees any damage or defect on returned Equipment shall presumptively be deemed have been caused by Renter in the absence of such photographic evidence of pre-existence.

7. No Delivery and Set Up. This Agreement does not include delivery, set-up or take down of any of the Equipment. Owner may, in its discretion, agree to provide such services by execution of a separate Delivery and Set Up Addendum. The form of this Agreement is available on the Owner's website. For specifics and to enter into such a Addendum, Renter may contact Owner separately.

8. Responsibility and Use. Renter is responsible for the safe and proper use of Equipment. Renter assumes all risks inherent to the operation and use of Equipment, and agrees to assume the entire responsibility for the defense of, and to pay, indemnify and hold Owner harmless from and hereby release Owner from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of Equipment, whether or not it is claimed or found that such damage or injury resulted in whole or part from Owner's negligence, from the defective condition of the items, or any other cause.

9. Equipment Failure. You agree to immediately discontinue the use of rented Equipment should it at any time become unsafe or in a state of disrepair, and will immediately (within one hour or less) notify Owner. If requested by Renter, Owner shall make reasonable attempts to promptly repair or replace the damaged Equipment. If Owner is unable to make the equipment operable or provide an equivalent replacement within a reasonable time, Renter shall continue to be responsible for the obligations of this Agreement.

10. Use of Equipment. Renter agrees & covenants to be satisfied with the instruction and condition of the Equipment rented and the proper and safe use Equipment prior to using the Equipment, and acknowledges that manuals relating to the proper use of the Equipment are available on the Owner website. Renter further agrees that the Equipment items will only be used for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items. If any of the rented Equipment includes electrical components, Renter agrees to only use such items on properly maintained GFCI outlets. If Equipment requires staking into the ground or any other subsurface interaction, Renter – whether or not Owner is completing the set-up work - agrees to ensure the set-up area is safe to do so, including without limitation by having Digger's Hotline mark any underground wires or cables prior to set-up.

11. Equipment Responsibility. Renter is responsible for Equipment from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume cost of replacement or repair, including labor costs. In addition to its other obligations hereunder, Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft or loss while in possession of renter.

12. Permits & Licenses. Renter agrees prior to any installation of Rental equipment including tents, to obtain at Renters expense, any and all necessary permits and licenses and other consents.

13. Credit Card Authorization. Renter hereby authorizes Owner to charge the credit card on file used in the Order for any fees, charges, or payments due under this Agreement and any amendments or Addendums to this Agreement agreed to by the parties. The Customer agrees that Owner may initiate these charges on the agreed-upon payment dates or as otherwise specified in the Agreement. The Customer acknowledges that keeping a valid credit card on file

is a condition of this Agreement. This authorization will remain in effect until all obligations under this Agreement are fulfilled or terminated in accordance with the terms herein.

14. Governing Law, Partial Invalidity, Entire Agreement and Guarantee. This Agreement shall be governed by the laws of the State of Wisconsin. Any suit or mediation of the dispute will take place solely in Wood County, Wisconsin. Renter consents to the jurisdiction and venue of such courts. This document is intended to be binding to the fullest extent of the law. If any term of this Agreement is to any extent declared invalid for any reason, such term shall be excluded to the extent of such invalidity and all other terms shall remain in full force and effect. This Agreement, the Order, and if applicable the Delivery and Set Up Addendum, along with any written and signed negotiated amendments to such waiver, constitute the entire agreement between the parties respecting the subject matter thereto. If Renter is an entity, such as a limited liability company or corporation, the individual signing this Agreement on behalf of such entity hereby represents they have the authority to bind the entity to this Agreement and further personally guarantees the obligations of the Renter.