

A-1 For Fun Rental Agreement

The undersigned (hereinafter referred to as the "Renter") hereby agrees to be bound by all terms, conditions of this rental equipment described on the reverse side of this document (hereinafter referred to as the "Rented Equipment") from the company named on the reverse side (hereinafter referred to as the "Lessor").

1. Disclaimers. LESSOR HERBY DISCLAIMS AND EXCLUDES ALL WARRANTIES WITH RESPECT TO THE RENTED EQUIPMENT, ANY ITEM SOLD IN CONNECTION THEREWITH, AND THIS CONTRACT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE RENTED EQUIPMENT IS SUITED FOR RENTER'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. LESSOR SPECIFICALLY DISCLAIMS, AND SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE RENTED EQUIPMENT OR THIS CONTRACT.

2. Assumption of Risk; Indemnity; Insurance; Release. Renter assumes all risks inherent in the operation and use of the Rented Equipment by Renter and anyone else. Renter agrees to defend, indemnify and hold harmless Lessor from and all claims, actions, suits, damages, liabilities, fines, expenses (including, without limitation, attorneys' fees and costs) and losses (collectively, "Claims") that may be imposed upon or incurred by Lessor resulting or arising from (a) the manufacture, operation, use, delivery, possession, transportation or return of the Rented Equipment, whether or not such Claims are related to personal injury, sickness, disease, death, property damage, delay, inconvenience or economic loss, and regardless of whether such Claims are alleged or proven to be due, in whole or in part, to Lessor's negligence or defective condition of the Rented Equipment, or (b) Renter's breach of this Contract. Renter agrees to maintain insurance sufficient to enable it to satisfy its duties hereunder. Lessor also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this Contract and any extension thereof. Renter shall maintain, at Renter's expense, liability, property and casualty insurance coverage in amounts necessary to fully protect Lessor and Lessor's equipment against claims, losses or damage of whatever nature or type. If the Rented Equipment is used incidental to, or in connection with the dispensing of alcoholic beverages, Renter shall obtain adequate host or liquor liability insurance to fully protect Renter and Lessor as named insureds. Lessor cannot under any circumstance be held liable for injuries as a result of acts of God, nature or other conditions beyond its control or knowledge.

3. Discontinuance of Use; Limits on Liability. Renter agrees to inspect the Rented Equipment prior to each use. Renter agrees that in the event any item or Rented Equipment is defective or becomes unsafe or in disrepair, Renter immediately will discontinue the use of such item and promptly return it to Lessor. Upon receipt of the item, if its condition is not the responsibility of Renter, Lessor agrees, at its option, to repair the item within a reasonable time, to replace the item with property of like kind if available, or to adjust the rental charge. Such repair, replacement or adjustment shall be Lessor's sole responsibility, and Renter's sole remedy, in the event the Rented Equipment is defective or becomes unsafe or in disrepair. Lessor's liability for any other breach of this Rental Contract shall be limited to direct damages in an amount not to exceed the amount of rental charges actually collected from Renter. This provision does not release Renter from Renter's other obligations under this contract.

4. Return of Equipment. Renter agrees to return the Rented Equipment (and all attachments and parts) to Lessor during regular business hours or, at or prior to, the due time identified on the reverse side, or, if this Rental Contract is terminated prior to the due time, upon termination. If Renter fails to do so, rent will continue to be charged at the contract rate, or, at Lessor's option, Lessor's maximum daily rental rate, until the Rented Equipment is returned to Lessor. All Rented Equipment shall be returned clean and in the same condition in which it was received by Renter, reasonable wear and tear expected. Renter's right to possession of the Rented Equipment terminates at the due time. Continued possession after this time constitutes a material breach of this Contract. Time is of the essence of this Contract. Failure of Renter to return the Rented Equipment at or prior to the due time without Lessor's prior written consent may constitute unlawful conversion or theft.

5. Damage or Lost Equipment. Renter assumes the entire risk of loss or damage, regardless of cause, with respect to the Rented Equipment until it is returned to Lessor, during Lessor's regular business hours. In the event of damage to or loss or theft of the Rented Equipment, Renter shall pay Lessor upon demand, in addition to rental charges and all other amounts due hereunder, the full cost of repair or replacement of the Rented Equipment, whichever is less. The cost of replacing Rented Equipment that is lost, stolen or damaged beyond repair shall be deemed to be the replacement cost of the Rented Equipment when received by the Renter.

6. Renter's Covenants. Renter understands the proper use of the Rented Equipment. Renter also agrees and covenants:

- a) that Renter is satisfied with the instruction Lessor has given in the proper and safe manner of using the Rental Equipment, or that Renter is so familiar with the Rented Equipment and its proper and safe use, and has told Lessor so, that such instruction is unnecessary;
- b) that the Rented Equipment will be used and kept only at the address designated on the reverse side unless Renter receives Lessor's prior written consent to use or keep it elsewhere; that the Rented Equipment will not be used for any illegal purpose or in any illegal manner and that the Renter will comply with the laws and regulations applicable to the Rented Equipment or its use; and that the Rented Equipment will be used only for the proper purpose of which it was manufactured and will not be used if it becomes unsafe or in disrepair.
- c) that Renter will pay interest at the lesser of one and half percent (1 ½ %) per month or the highest rate permitted by law on all past due amounts hereunder;
- d) that no one other than Renter or Renter's authorized employees will use, possess or control the Rented Equipment without the Lessor's prior written consent;
- e) that the Rented Equipment shall be operated or used only by persons competent in its operation, that Renter shall be solely responsible for providing competent operators and that the Renter possess or has received adequate safety equipment;
- f) that Renter will pay a security deposit at the time of reservation of the Rented Equipment and that the purpose and intent of the deposit paid by the Renter is to secure the payment

of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants, and agreements to be performed by Renter hereunder;

- g) that there is a \$50.00 charge on any returned check, for any reason; and
- h) that Renter is responsible to obtain and locate any underground utilities before delivery of Rented Equipment.

7. Repossession; Collection Costs. If Renter fails to pay rental charges when due or breaches any other obligation under this Contract, Lessor may, without notice, terminate this Contract and take possession of and remove the Rented Equipment from wherever it is located. Renter agrees that Lessor and its agents shall not be liable for any claims or damages or trespass or otherwise arising out of the removal of the Rented Equipment. Renter agrees to pay or reimburse Lessor for all collection costs including but without limitation, attorneys' fees and costs, concurred by Lessor in the collection of amounts due under this Contract, the repossession of the Rented Equipment, or otherwise in the enforcement of this Contract and Lessor's rights.

8. Compliance with Laws. Renter acknowledges that Lessor has no control over the use of the Rented Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, provincial and federal laws, ordinances and regulations which may affect the Rented Equipment while it is in the possession of and in use by the Renter. Renter shall not permit any person who is not legally qualified to use the Rented Equipment.

9. Other Terms. This contract in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between Lessor and Renter. This Contract may not be amended except by writing signed by Renter and Lessor. Renter shall not abuse, harm or misuse the Rental Equipment. Renter may not assign this Contract, or may it sublet, loan, permit any lien to be placed upon or otherwise encumber the Rented Equipment. The Rented Equipment is and shall remain the sole property of Lessor. If any provision of this Contract shall be deemed unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions. Renter acknowledges that Renter is not Lessor's agent for any purpose. No refund will be made with respect to Rented Equipment that has been rented for over thirty (30) minutes. Renter agrees to pay a cleaning charge on all items of Rented Equipment returned unclean. Lessor's rights and remedies shall be cumulative.