

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

(1) **Definitions:** In addition to the other terms defined herein, "Page 1" refers to the first page or "face" of this Contract or Reservation (hereinafter, "Contract"); "Rented Item(s)" or "Items" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" per Section (6)), "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Party Savvy," "Lessor," "we," "us" and "our" mean RELD, Inc., a Pennsylvania corporation, d/b/a "Party Savvy."

(2) **Rental:** You agree to rent the Rented Item(s) from Party Savvy for the period(s) specified on Page 1 (the "Term"), and to pay Party Savvy the rental rate(s) set forth on Page 1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until the Rented Item(s) is/are returned to and accepted by Party Savvy. Rental rates are for normal use of the Rented Item(s) on a daily or per-event basis. The Rent will be increased for any additional time or use. No allowance will be made for period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay Party Savvy: (a)(i) any deposit specified on Page 1 (or if none, 50% of the Estimated Rent, unless expressly waived by Party Savvy on Page 1) upon reservation; and (ii) before the Term commences, 100% of the remaining Estimated Rent (together with the subject deposit or booking fee, the "Prepayment"); and (b) any other amounts coming due hereunder upon demand by Party Savvy. You agree that: (a) we may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; and (c) no Prepayment will be deemed a limit of your liability to Party Savvy. Unless otherwise set forth on Page 1, PREPAYMENTS ARE NON-REFUNDABLE. Anything with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned and will become the property of Party Savvy.

(3) **Transportation:** If we agree to deliver, install and/or retrieve any Item(s), you agree to: (a) pay our delivery and/or retrieval charge(s); (b) ensure our representatives have full and timely access to the Site, and that the Site is properly prepared; (c) give any required notice(s) to governmental authorities; (d) unless we agree to do so on your behalf (in which event, you agree to pay our regular charges, and all related costs and expenses, therefor), obtain all necessary licenses, permits, authorizations and approvals in advance (including the approval of the Site owner); and (e) mark the location of all privately installed (non-public) underground utilities, including but not limited to electric lines, gas lines, sprinkler system lines, drainage lines, telephone lines, communication cables, etc., and inform our representatives of the same, and provide us with a detailed diagram thereof prior to our installation. We will not be responsible for any delay(s) caused by other parties, including providers of other equipment, products or services related to your event ("Other Providers") for which you agree to indemnify and hold harmless Party Savvy. If union labor is required in connection with your event, you agree that you will: (i) be solely responsible (to the exclusion of Party Savvy) for compliance with all laws, rules and regulations applicable thereto (including without limitation, engaging and paying for all union employees or contractors), and (ii) indemnify, defend and hold harmless Party Savvy for all liabilities, costs and expenses arising therefrom or associated therewith. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) **Use. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT:** (a) each Rented Item is used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the address set forth on Page 1 (the "Site"); (iv) by properly qualified, certified and/or licensed (as applicable) operators; and (v) otherwise in full compliance with the "Instructions" identified in Section (6) below, as well as all applicable laws, rules, regulations and ordinances; and (b) ANY

AND ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY AN ADULT. You will not, nor will you permit anyone else to abuse, misuse, overuse, remove from the Site, conceal, repair, modify, move, damage, destroy, take possession of or exercise control over, any of the Rented Item(s) without our prior consent (granted, conditioned or denied in the sole discretion of Party Savvy).

(5) Protection & Return You will protect the Rented Item(s) at all times and keep them safely and securely stored and locked when not in use. You will return the Rented Item(s) to Party Savvy on time, clean and in good order, condition and repair. If you fail to do so, you will pay Party Savvy: (a) Rent for each succeeding full rental period until the Rented Item(s) is/are returned or replaced as required; and (b) all costs and expenses Party Savvy may incur in: (i) doing so, or at our option, (ii) replacing the subject Rented Item(s). 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, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. Packing wet or damp Rented Items may result in mold, mildew and/or other damage, for which you will be liable.

(6) Inspection / Safety. Upon your execution of this Contract (or upon later delivery of the Rented Items, unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of the Rented Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by Party Savvy; and: (b) you: (i) have received, read and understood the training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all training required under applicable Fire Codes, EPA, OSHA, ASTM, ANSI and/or NFPA Standards, if any) regarding the proper and safe transportation, installation, use, maintenance and storage of the Rented Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all recommended and required safety equipment; (iv) will use each Rented Item only for its intended purpose, in a reasonable and safe manner; (v) will immediately cease using any Rented Item that malfunctions or proves defective (a "Malfunction"); (vi) will create and adhere to an EVACUATION PLAN for all "Temporary Structures" (defined below) rented from us; and (viii) will cause all others to comply herewith.

(7) WARNING. TENTS AND AMUSEMENTS ("TEMPORARY STRUCTURES") CAN BE DECEPTIVELY DANGEROUS, AND MAY MOVE, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER. You agree to: (a) maintain and post an Evacuation Plan for all such Rented Item(s); (b) if severe weather occurs or threatens, discontinue use of and EVACUATE such Rented Item(s); (c) notify Party Savvy of the same as soon as possible; (d) take all necessary steps to: (i) ensure the safety of all occupants, and (ii) protect all Rented Items; and (e) permit Party Savvy to postpone delivery and/or installation of, or dismantle and store or retrieve it/them (without obligating us to do so).

(8) Malfunctions. In the event of a Malfunction, you will immediately notify Party Savvy, and provided the Malfunction is not your fault we will (at our option): (a) repair the subject Rented Item; (b) provide you with a replacement as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. Party Savvy will have no obligation other than as set forth herein regarding Malfunctions, and you hereby waive and relinquish any and all claims arising therefrom or associated therewith.

(9) Ownership. Except with respect to Rented Items which Party Savvy rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), Party Savvy alone owns and will retain title to all Rented Items at all times. Your only right with respect to such 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 or encumbrance on any Rented Item. **You may not transfer, sublet or assign any Rented Item(s) or this Contract** without our prior written consent.

(10) **Damage Waiver.** If we have offered and you have paid the charge set forth on Page 1 (10% of the Rent) for our **OPTIONAL DAMAGE WAIVER**, you will have no liability to us for the repair/replacement cost for physical damage to covered Rented Item(s), except that you will remain liable in all events for: (a) loss, damage or destruction resulting in whole or in part from: (i) your breach of this Contract; (ii) failure to timely return any Rented Item(s); (iii) gross negligence, misuse and/or abuse of any Item(s); (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; (vi) use of any Item in violation of any law or policy of insurance; and (b) damage to tires. Your insurance will continue to apply and will remain primary (we will be subrogated to your rights thereunder, all of which you assign to us). You also agree to assist us in recovering thereunder for all losses covered by this Damage Waiver. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(11) **Default / Remedies.** If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to Party Savvy; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (subject, however, to the terms of Section (10)); you will be in default, whereupon, we may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression (for which you hereby indemnify and hold harmless Party Savvy); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term); (vii) appear in court and confess judgment on your behalf; and/or (viii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(12) **WAIVER/INDEMNITY: PARTY SAVVY IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEMS REFERENCED HEREIN. ALL SUCH ITEMS ARE PROVIDED "AS-IS". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, NEITHER PARTY SAVVY NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY PARTY SAVVY OR ANY OWNER, NOR DOES PARTY SAVVY OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY PARTY SAVVY CONSTITUTE REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE ITEM(S) AND/OR SERVICES REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, STORAGE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF SUCH ITEM(S), WHETHER OR NOT YOUR FAULT; AND (B) HEREBY RELEASE AND DISCHARGE PARTY SAVVY AND ALL OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PARTY SAVVY AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING**

WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES.

(13) UCC. You waive any and all rights and remedies conferred upon you under the Uniform Commercial Code, as well as any and all claims against us for incidental, consequential, special, exemplary and punitive damages. Your duties hereunder are UNCONDITIONAL.

(14) Media. We may, at our option, take photos and/or videos ("Media") of your event. You hereby grant us a perpetual, paid-up, royalty-free license to edit, copy, display, and distribute all such Media, publicly or privately, in any manner we deem appropriate.

(15) Miscellaneous. This Contract, and any Addenda signed or provided by Party Savvy, represent the entire agreement between you and Party Savvy, superseding all other agreements and representations (including our website and advertising). You will pay: (a) our reasonable attorneys' fees and other costs of enforcing this Contract, and (b) all taxes, fines, fees, assessments and other charges related to the Item(s) and/or services referenced herein. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto other than the Owner(s). We may, without notice or liability to you, inspect the Rented Item(s) at any time. You agree to maintain any and all insurance we reasonably deem necessary, naming Party Savvy and each Owner as an additional insured and loss payee. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any available right or remedy. If any performance required of us is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize Party Savvy to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay Party Savvy the maximum lawful charge for any check you write which is returned unpaid. **Our maximum liability under or in connection with this Contract is limited to the Rent actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of or damage to persons or property arising in connection with the subject Item(s), and that allocation (which you agree is fair and equitable) is reflected in a reduced Rent or purchase price (as applicable). This Contract will be deemed to apply not only to the Item(s) identified on Page 1, but also to all other items you rent from Party Savvy at any time in the future (except only as otherwise agreed by Party Savvy). This Contract cannot be further amended except in a writing signed by both you and Party Savvy; and will be governed solely by the laws of the Commonwealth (State) of Pennsylvania. Proper venue for all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Allegheny County, PA, and you hereby consent and submit to the jurisdiction of such courts. Your digital, electronic, photocopied or facsimiled signature on Page 1 will be enforceable as an original.

(16) Sales Any item(s) sold to you ("Sale Items"), as provided herein are provided "**As Is**" and "**With All Faults**," and are subject to the terms of Sections (3), (6) and (11) through (15) hereof (modified as necessary to apply to sales). All item(s) not specifically identified as "Sale Items" on Page 1 will be deemed to be "Rented Item(s)" for purposes of this Contract

(17) **Warning: Wrongfully obtaining property or services of another by deception, threat or other means to avoid payment may be deemed theft under 18 Pa.C.S. §3926, et seq.**