



Terms and Conditions of Rental 031425 050525 Murray Elementary School

You are agreeing to all terms and conditions herein, and you acknowledge that all questions have been answered to your full satisfaction and understanding. This Agreement (15 sections below) is entered into by M & J Paul Enterprises, Inc. (DBA Traveling Tide Pools) "Company" who is providing rental equipment, services, items and entertainment to "Client" listed on contract at the top of the page above.

1. Payment and Cancellation

A 50% deposit is due immediately. All remaining balance payments must be made 7 days prior to set up. Upon signing this contract client and company are agreeing to reserving package items, making unavailable to other clients and customers, for the dates and times requested. All items, attractions, equipment, staff, and entertainment are non-refundable. By signing this contract the client agrees to pay full balance regardless of cancellation or refusal of services. Company is not responsible for bad weather; disruption of electrical service and/or unfavorable conditions that may arise. No charges or fees will be reimbursed as a result.

2. Delivery and Operational Requirements

The client agrees to make the company aware of obstacles such as stairs, ramps, elevators, sidewalks, backyard deliveries, gate restrictions, pathway obstructions or narrow pathways, animal issues, deliveries on to decks, terraces, sand, or inside of a building, available to the company before confirmation of rental price can be assessed. It is the client's responsibility to ensure the area for setup and pathway for delivery is clear, dry, has flat, firm access within 100-feet of our vehicle, has unobstructed 28-inch wide or wider walkways, clear access to the setup area. Units must be operated over smooth, firm flat surface, preferably cement. We reserve the right to refuse setup on any surface and setup in a different area if necessary. Unit cannot be moved after setup.

3. Inclement Weather or Acts of God

If the Client requests cancellation due to substantial inclement weather or acts of God, such as flooding, windstorm and earthquake, the Company will make reasonable efforts to reschedule the Event. The final decision as to whether the cancellation of an Event should be held due to inclement weather or acts of God shall be at the sole discretion of the Company which discretion, however, shall be reasonably applied. No refunds will be given, However we will reschedule within 6 months of event date, based on availability.

4. Insurance

Company provide Commercial Auto and Workers Compensation insurance. Proof of this insurance can be provided at no additional charge. Refer to the fee schedule above for pricing on any other request for Commercial Auto and Workers Compensation. These requests and costs must be made separately to liability insurance.

Company will not be required to obtain any additional insurance for the Event. Company shall not be liable for any damage to any property or injury to any persons attending the Event if such injury to property or property damage occurs in connection with such persons participation of the Tide Pool. Any injuries, damages or losses must be reported by any person to Company on the day of the Event or as soon as practicable and failure to report promptly such injury, damage or loss in writing may result in a waiver of insurance coverage. Failure to report on the day of the Event may require additional evidence to prove the injury, damage, or loss occurred at the Event.

5. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party, including its directors, officers, agents, and employees, from and against any and all claims, demands, causes of action, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (1) death or bodily injury to any person, (2) injury to, loss, theft, or damage of property, (3) any failure or alleged failure to comply with any provision of law, or (4)



any other loss, damage, or expense arising under (1), (2), or (3) above, to the extent such claims, demands, or liabilities result from the Indemnifying Party's negligence or willful misconduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Each Party acknowledges that it shall not be held liable for injuries, damages, or losses caused by acts of God, nature, or other conditions beyond its reasonable control or knowledge. Notwithstanding any indemnity provisions herein, except in cases of a Party's willful misconduct or sole negligence, each Party remains responsible for its own damages.

6. Electrical Requirements

The client agrees to provide one standard outlet (120 volt and 15-amps or 20-amps each) located within 100 feet of the Tide Pool set up location.

7. Permitted Use

The client warrants: (a) prior to the use of any equipment the client has or will inspect equipment to confirm that equipment is to their satisfaction; (b) client agrees any person at the delivery address is authorized to accept delivery and instruct placement of equipment. Client agrees that accepting equipment includes indication of where the equipment will be placed for the intended use; (c) the client agrees to immediately notify company if the equipment is lost, damaged, vandalized, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if an incident occurs.

8. Acknowledgement for Risk of Property Damage

Client grants company and its employees/contractors, rights to enter said property for the delivery/pickup of the rented equipment and accepts/acknowledges that damage to property can occur during delivery, setup, use, and removal of equipment. Client hereby releases M & J Paul Enterprises Inc. of any damage that may be sustained to the property to include, but not be limited to: damage to the inside or outside of the home, concrete curbs, steps, sidewalks, hardscape, fences, landscaping, sprinkler systems, grass, trees, bushes, lights, or any other item or property we may come into contact with. Client also accepts that company will not be liable for any damage to grass or water/sprinkler pipe damage when equipment is secured with stakes into ground.

9. Permits, Licenses & Insurances

The client assumes all risk and full responsibility when acquiring permits, licenses and additional insurance. The client is responsible to acquire all permits and/or licenses if required by local ordinance. The company will provide proof of insurance upon client request. Insurance must be requested at least 30 days before event.

10. General Equipment Malfunction

In the event of an equipment malfunction as a result of the equipment and not the client, the client agrees to allow the company reasonable time to troubleshoot, repair or replace malfunctioning equipment. A prorated refund will be given based on pieces directly affected and rounded into 15-minute intervals. All other factors such as weather, failure to provide adequate power, crowd size, temperature, potential loss of income, emotional distress, disappointment, etc. shall not be a factor in determining or calculating an adjustment.

11. Estimated Arrival We do not guarantee our exact arrival time. We may ask for earliest time to arrive because our goal is to have the equipment setup by the reservation time that is specified on the order. We may arrive at any time prior to the reservation start time to begin our setup.

12. Damage to Equipment

Client agrees that if item is damaged resulting from any negligent act of client or patrons of client, that client will reimburse company full price to fix the damage and/or full replacement value of the item.

13. Performance Warranty and Right to Refuse Services



Company makes no warranty of any kind, either express or implied, as to the condition of or performance of any live animals. The safety of our team members and our animals is paramount. Should any situation arise that we deem as compromising to the safety and well-being of our staff or animals including but not limited to hostile or uncomfortable environments, safety hazards, verbal intimidation, drug use, alcohol abuse, sexual harassment, we reserve the right to cease operations immediately and depart the premises.

14. Breach of Contract

In the event that the client breaches any of the terms of this lease, that client will pay for all consequential damages and further reimburse Company for all costs incurred in enforcing the terms of the lease. If company determines, within its own discretion, that the client has failed, in any way, to observe or comply with the conditions of this agreement, Company may exercise any of the following remedies: termination of this agreement; re-enter property and retake the equipment; declare any outstanding payments or charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law.

By signing my name on this contract I, being the client, contact person, client representative, or other individual assuming the role of client, acknowledge that I have completely read and understand this contract and any and all accompanied addendum(s). I understand that I am solely responsible for adhering to the terms set forth by this rental contract agreement and any and all accompanied addendum(s)

PRINTED NAME Norma Carvajal Camacho SIGNATURE _____ DATE _____