

Operators Training Meeting

Company Name Handy Tool Rental

Address 7393 Clever Ave

Date _____ Subject Operation

Instructor(s) Ralph

Attendee Name (Print)

Attendee Signature

Subjects Discussed:

Safety Rules and Operation for Moon Walk Contract
Handy Tool Rental
7393 Colerain Ave.
Cincinnati, Ohio 45239
513-521-5612

1. **Safety/Operating Instructions:** In addition to the information set forth in this agreement, customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that Handy Tool Rental, Inc. has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment, especially the MOON BOUNCE unit. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by any one who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the equipment when it is in need or repair or when it is in an unsafe condition or situation.
2. **Specific Rules and Instructions for the Moon Bounce unit:** The following rules and warnings must be obeyed in the use of the Moon Bounce unit: A) All safety and operating instructions contained on the Bounce must be complied with and followed at all times. B) For the safety of all children, ADULT SUPERVISION IS REQUIRED AT ALL TIMES!. C) No silly string is permitted to come in contact with the inside or outside of the Moon Bounce, this causes irreparable damage to the Bounce, and customer acknowledges that if the Bounce is damaged by "Silly String", then a \$1,000.00 fee shall be automatically imposed by lessor and shall be immediately due and payable by customer. D) Warning extra caution and supervision are required for children ages three (3) and under: E) Warning -it is unsafe to stay in bounce if winds exceed 15 miles per hour (MPH). Have all persons exit Bounce, then unplug the blower unit and let bounce deflate. F) Warning- Individuals with head, neck, back or other musculo-skeletal injuries or disabilities, pregnant women, small infants, and other who may be susceptible to injury from fall, bumps or bouncing are not permitted in the unit at any time; G) Do not move the moon Bounce from the location where set-up; H) If the Moon Bounce unit moves, pull corner(s) back to their original location(s) and resecure; For other questions regarding the safe installation of equipment, please call our office during normal business hours. I.) Do not let the Moon Bounce unit rub up against any surface. Handy Tool Rental wants everybody to have a fun time but most important have a safe function.
3. **General release/indemnity/hold harmless:** Customer will take all necessary precautions regarding the items rented, and protect all persons and properly from injury or damage. Customer acknowledges that they are in charge of the operation, installation and use of the rental equipment, and are fully responsible for its safe operation and installation as well as the return of the rental equipment in good working order. Customer acknowledges and agrees that lessor is not responsible for any injury occurring to customer, or any guests of customer or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental equipment, while the equipment is in the possession of the customer. Customer agrees to defend, indemnify and hold harmless lessor from and against any and all liability, claims, judgements, attorneys fees, and costs, of every kind and nature, including, by not limited to, injuries or death to persons and/or damage to property, whether or not such claimant is known or unknown to customer, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Customer, These General Release, indemnity and hold harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence, whether active or passive, of lessor or

lessor's suppliers, agents, employees, contractors, drivers or installers. Customer further acknowledges that lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with rental equipment, is a straight pass through by lessor to customer. Since this additional service is provided to customer as a courtesy by lessor, and so long as lessor advises customer, in writing, after customer requests, with the name and address of the supplier of any specific item, customer specifically agrees to waive and release, indemnify and hold lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

4. **Identity of parties:** For the purposes of this rental agreement and general release, "Lessor" or "handy tool rental" shall mean handy tool rental, its owners, officers, directors, shareholders, employees, contractors, agents and "customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" of this agreement, as well as the person signing the agreement (if different); and their agents and/or employees.
5. **Equipment, Rent, Payment, and Term of rental agreement:** Customer rents from handy tool rental, as lessor, that certain equipment described the contract. The rental fee set forth is payable, in full, in advance and the rental term shall be that listed as "Rental Period" on the agreement, but all of customer's obligations arising under the terms and conditions of this rental agreement shall run from actual delivery of the rental equipment to the actual pick up of the rental equipment by lessor. Lessor cannot guarantee weather conditions and if the equipment is delivered by lessor and accepted by customer, the customer shall not be entitled to any refund whatsoever. If weather conditions prohibits safe use of the equipment or if customer otherwise elects not to use the equipment due to weather or other causes.
6. **Delivery:** Lessor shall deliver the rental equipment to the street address specified by customer as listed on the contract of the agreement. Customer grants to lessor the right to enter the property at the said street address "delivery address" for delivery, and required set up, if any, and for subsequent pick up of the rental equipment and any associated equipment or packing materials at the approximately specified times.
7. **Receipt/inspection of Rental Equipment:** Customer hires the rental equipment on an "as is " basis, Customer acknowledges that customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if customer finds that it is not suitable for customer's needs. Customer acknowledges receipt of all items listed in the rental agreement, and that they are in good working order.
8. **Possession/Title:** Customers right to possession of the rental equipment begins upon the items being delivered to customer's premises and terminates on the actual pick up by lessor. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "rental period" specified constitutes a material breach of this agreement. In the event that the equipment is not returned for any reason, including theft, the customer is obligated to pay to lessor the full replacement value for such equipment as listed on this agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the equipment by lessor. Title to the rental items is and shall remain in lessor. Customer agrees to keep the rental equipment in his/her/their custody and control from the time of lessor's delivery of the items, until lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the delivery address, or otherwise transfer such items, If rental items are not returned and/or levied upon for any reason whatsoever, lessor may retake possession of said items without further notice or legal process and use whatever force is reasonable necessary to do so. Customer hereby agrees to indemnify, defend, and hold lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from delivery address, customer shall notify lessor immediately.
9. **Care of the rental equipment:** Customer shall be responsible for any and all damage to any of the rental equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to lessor for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value listed on the agreement. Damage which is not "ordinary wear and tear" includes, by is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse,

lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string, mud, clay or other materials.

10. **Equipment Problems:** Should any equipment develop a problem, or does not function correctly at anytime, or customer does not understand the operating instructions, customer agrees to immediately cease use of the equipment. In particular, the equipment includes a Moon Bounce, and the Moon Bounce unit begins to deflate, customer will immediately have the riders exit the Moon Bounce and then check for the following conditions: 1) the motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) if motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also check both air tubes on the back of the Moon Bounce unit for snugness and tighten the ties if necessary; 3) if either of these steps corrects the problem, fully reinflate the Moon Bounce prior to permitting anyone to use the unit; 4) if you cannot correct the problem, call our office during normal business hours.
11. **Limited Warranty:** Lessor warrants that the Rental equipment leased under this agreement will be in good working order when delivered under this agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when lessor determines that it does not conform to this warranty. Lessor makes no warranty or merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for customer particular intended use, or that it is free of latent defects. Lessor shall not be responsible to customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to lessor at the time of delivery.
12. **Compliance with laws:** Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licensed, fines, fees, permits, or taxes arising from customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.
13. **Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
14. **Customer Acknowledgement:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire agreement, and agree to be bound by all the terms and conditions on both contracts and that they understand its content and that they execute it freely, intelligently and without duress of any kind,
15. **Severability:** If any of the terms or conditions of this agreement are found to be unenforceable, illegal or unconscionable by court of competent jurisdiction, such item shall be stricken from agreement, and the remaining terms and conditions of this agreement shall stay in full force and effect.
16. **Entire agreement:** This Agreement constitutes the full agreement between lessor and customer. The receipt of the rental equipment that is subject of the rental agreement and general release and the fact that it is in good working order is acknowledged by customer.

I have read and understand the terms and conditions of this agreement, including the additional terms and conditions on the rental agreement front & back, and agree to be bound by them. I further warrant and represent that I am either the customer named on the contract or an authorized and empowered to accept delivery of the equipment and to sign this agreement on their behalf and as their agent. Furthermore, I agree that I am also binding myself personally as an additional party to all the terms and conditions of the agreement.

X _____

Date: _____

Modular Combos
4 in 1 Combos
5 in 1 Combos
5 in 1 Obstacle Combos

Welcome to the World of eInflatables!

eInflatables knows that you'll get many years of excitement from your new purchase. Please read this booklet carefully and always follow all of the safety precautions.

Also, please read your "Installation and Setup Manual" and follow all recommended procedures. Always make sure to stake down (tether) your inflatable as described to avoid injuries. Be sure to have (1) Trained Operator on this inflatable at all times. Make copies of this supplement and make sure your Trained Operators have one with them at each job site.

Thank you for your business and feel free to call us if you have any questions regarding your inflatable.

Your partner in success,

eInflatables



www.einflatables.com

Toll Free: (800) 569-0719 Phone: (562) 777-1140 Fax: (562) 777-1161
 12405 Telegraph Rd., Santa Fe Springs, CA 90670

Number of Installers	Number of Trained Operators	Max. Number of Passengers
1	1	VARIES
		See rules attached to each unit.
Max Weight per Passenger 160 lbs.		Total Passenger Weight Varies per unit.
Use Whistle for Control		
Min. and Max. Height 42" Min. 66" Max	Stake Lengths (5) 18" / (1) 36"	Indoor Weight Container Anchors
	18" 100% Buried 36" 75% Buried	 (7) 75 lbs.

• GROUND STAKES REQUIRED FOR OUTDOOR USE!

Quality Inflatable Entertainment & A Whole Lot More!

SUPPLEMENTAL MANUAL © 2005 eInflatables

Includes (1) High Output Blower, Enclosed Slide Loft, Safety Screens on Sides and Top of Slide, Removable Climbing Surface Cover, (1) Deflation Zipper, Reinforcement Strips on all Mattress Seams, Tethers, (1) 36" Stake, (5) 18" Stakes, Repair Kit & Carrying Bag for unit. Recommended Load: Varies. See rules attached to to each unit.

Safety Notice:

If inflatable is ordered with flame retardent material, It has been tested and complies to NFPA 701 Large Scale Test.

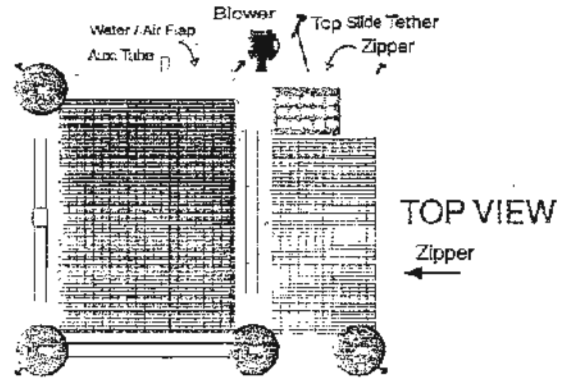
CAUTION: SHOCK HAZARD PLUG BLOWER INTO GROUNDED OUTLET ONLY.	WARNING!	CAUTION: SHOCK HAZARD PLUG BLOWER INTO GROUNDED OUTLET ONLY.
To Avoid Electrical Shock This Unit Requires the Following Blower Type Only:		
<ul style="list-style-type: none"> • 4 & 5 in 1 Combos - Tool King Air Eagle Pro 1.0 hp • 5 in 1 Obstacle Combos - Tool King Eagle 1.5 hp 		

Directions

- Read **"Installation and Setup Manual"** completely.
- Layout ground tarp for inflatable (not provided)
- Remove unit from storage bag.
- Position inflatable on tarp with a level ground area approximately 25' x 25'. Unit should have 10' of clearance on all sides with 18' height clearance.
- Close off and secure any remaining auxiliary air tube(s).
- Close zipper & water/air flaps on unit.
- Connect blower to **slide** air tube making sure strap is firmly secure.
- Blower requires a dedicated 20 amp breaker.
- Turn blower on and steer the slide up with the top guide tether on rear wall of slide.
- Secure all remaining bottom tethers firmly to 18" stakes after the unit is fully inflated. Bury stakes flush with ground.
- Install 36" ground stake to the recommended depth and secure top slide tether from rear of extension to the 36" stake.
- Do a safety check on blower and extension cord.
- Do a safety check of slide and climb covers.
- Do a safety check on the interior and exterior surfaces of units looking for any moisture, debris, rips, tears or seams coming apart. (If noticed, do not use inflatable until repaired)
- Do not operate in winds over 15 m.p.h..

NEVER LEAVE THIS RIDE UNATTENDED!

Bounce Combos

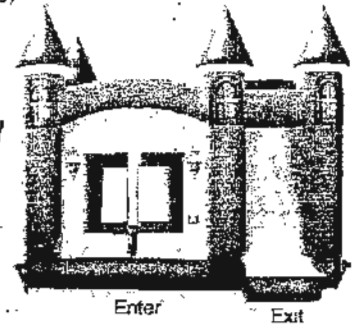


- 1 - Water / Air Flap
- 1 - Rear Top Slide Tether (36" stake)
- 5 - Bottom Tethers (18" stakes)
- 1 - Deflation Zipper
- 1 - Blower
- 1 - Operator

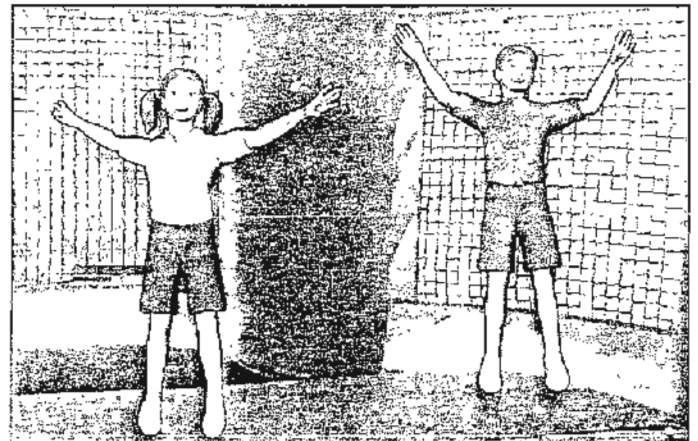
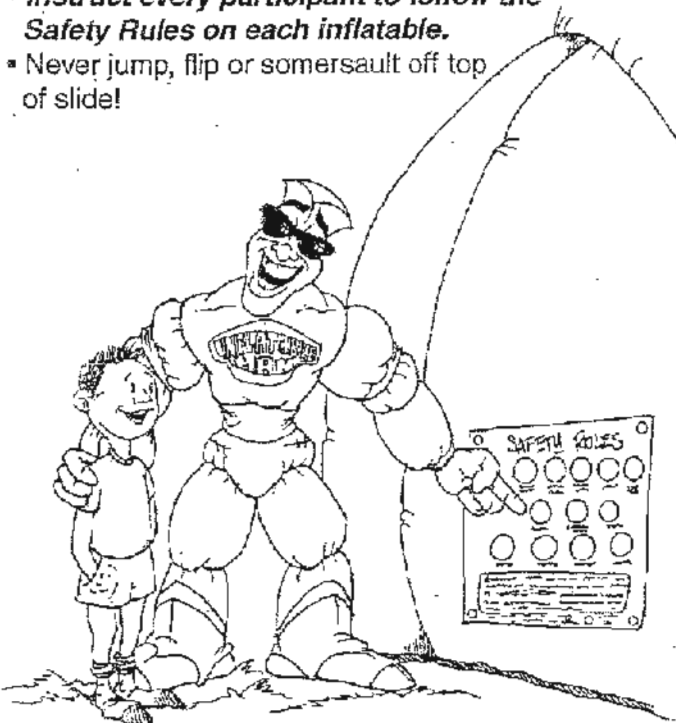
FRONT VIEW



1 operator needs to be at the entrance / exit.



- **ADULT SUPERVISION IS REQUIRED AT ALL TIMES!**
- **ALWAYS INSTRUCT SAFETY!**
- **Instruct every participant to follow the Safety Rules on each inflatable.**
- Never jump, flip or somersault off top of slide!

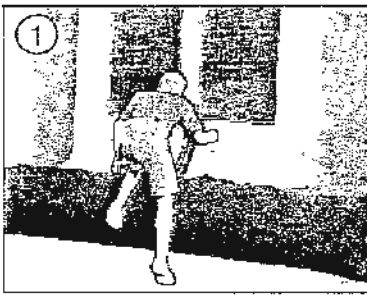


THE CORRECT POSITIONING FOR BOUNCING!

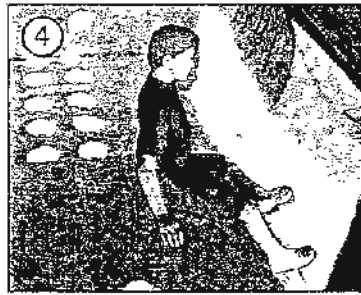
- Do not allow riders to pull or hang on netting.
- Do not allow riders to bounce against the sides or near the entrance.
- Have riders stay away from others so they don't get hurt from bumping into each other.

Warning: Injuries will occur if you do not follow these rules.

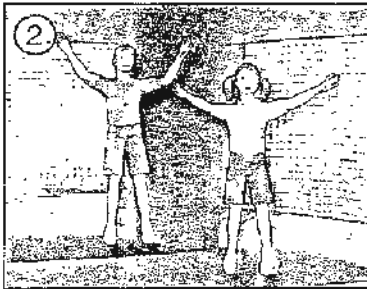
**Step by step Procedures
for Castle Bounce Combo**



1. Enter the unit by crawling through the front door entrance flap.



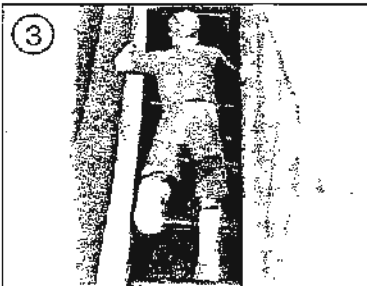
4. Sit down at the top of the slide.



2. Start bouncing in the bouncer.



5. With arms crossed over your chest, slide down the slide.



3. Climb up the stairs by leaning forward and grabbing bars to direct you to the top of the slide.

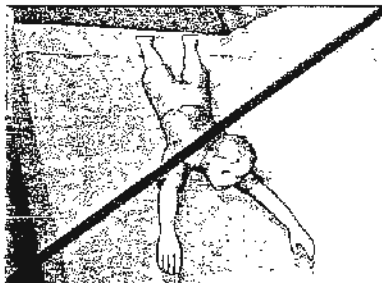


6. Exit the slide with the help of an operator.

AVOID INJURIES!

DO NOT enter the slide lane head first!

- Be sure to sit down at the top of the slide with your feet out in front of you, then push off going *feet first only*.



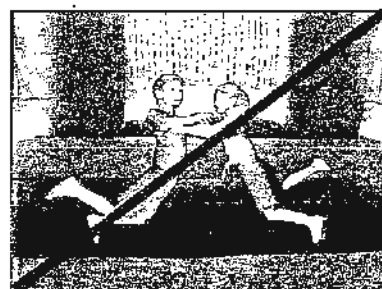
Operators must take control!

CAUTION: Do not allow more than 1 rider on slide unit at a time.



KEEP LANDING AREAS CLEAR!

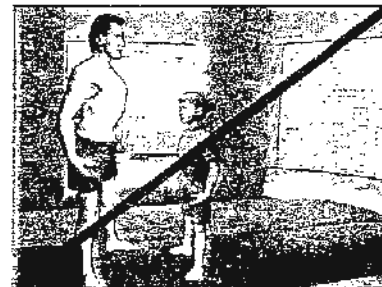
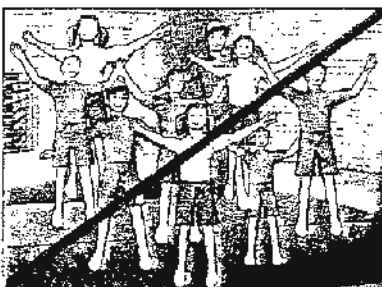
- Operators should not allow participants to slide down until slide landing area is clear of riders.



Be sure to instruct all operators of the correct procedures to have passengers follow as they ride the inflatable.

DO NOT OVERLOAD THE BOUNCER OR SLIDE!

- Do not put too many participants in the bouncer or slide at one time. Do not allow more than 2 kids on slide unit at a time. Only let one participant slide at a time.

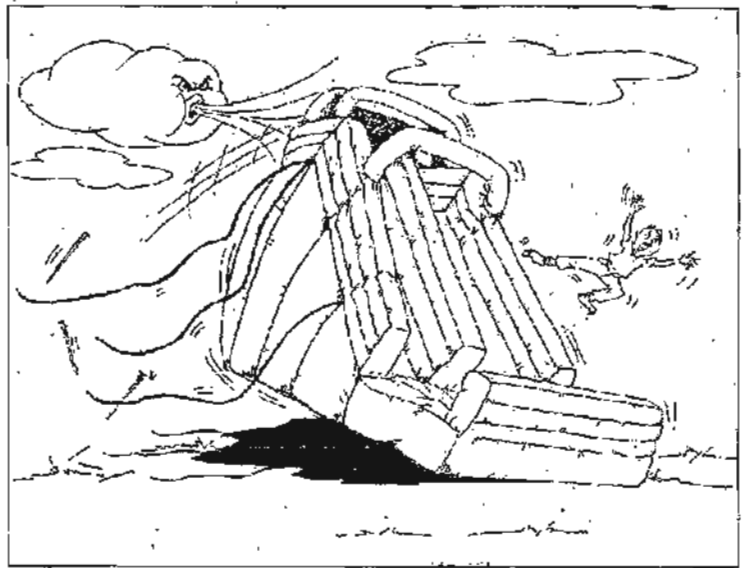


Warning: All riders should stay at least 3 feet away from other participants to avoid injury!

WARNING!
ONLY PARTICIPANTS OF COMPATIBLE SIZE SHOULD PLAY IN UNIT AT THE SAME TIME!

Use and Indemnification:

"Buyer" (person, company or entity purchasing the inflatable product or device), is solely responsible for the manner of use of the products and other equipment purchased from einflatables. "Buyer" is solely responsible for all signage, labels and warnings to consumers or other users of the products and equipment, and for any and all other acts necessary, including user warnings and limitations (e.g., weight, height, number of participants and medical condition limitations), to ensure the safety of the users. "Buyer" acknowledges that they have received, read and fully understand all necessary instructions for the safe setup and operation of their einflatable product or device. "Buyer" agrees to operate their inflatable product or device according to the instructions established by einflatables. "Buyer" agrees to operate their inflatable product or device according to all state and local requirements. "Buyer" agrees to train any person(s) operating the inflatable product or device in the safe operation of the inflatable product or device including safe handling of emergency situations. "Buyer" shall use proper stakes, tie-downs, and other applicable devices necessary to ensure the safety of users and the general public. "Buyer" agrees to indemnify, defend and hold harmless Funstastic Factory, inc. dba einflatables and its officers, directors, shareholders, employees and agents, against and in respect of any actions and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest and penalties that einflatables shall incur, or suffer, which arise, result from, or relate to the use of goods and products sold to "Buyer" and used by "Buyer", Buyer's lessees, customers, and/or any other third parties using the goods and products, including but not limited to, any other persons injured by or on account of such goods and products described herein. In the event einflatables is required to commence an action to enforce this provision, "Buyer" shall pay all of einflatables' legal costs and expenses.

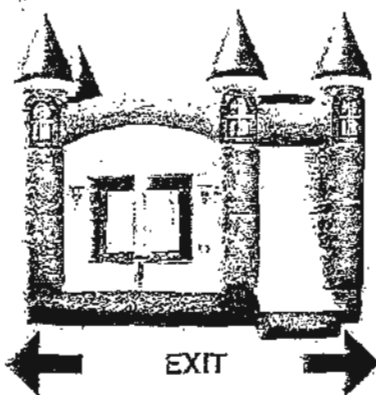


Catastrophe!

This type of catastrophe can always be avoided by proper tethering utilizing the ground stakes provided and by having Trained Operator(s) on duty and avoiding inclement weather such as high winds i.e. winds in excess of 15 m.p.h.

Procedures for evacuation!

Each blower tube has an automatic air flap that reduces the loss of air if the blower system goes off, however, all participants should be directed off the inflatable as shown by the arrow(s) below. In the event of a power outage or in an emergency take down, the participants should be directed to exit the slide and bouncer ASAP!



**INSTRUCT
ALL PARTICIPANTS
TO ALWAYS FOLLOW
SAFETY PROCEDURES!**

**WARNING!
ONLY PARTICIPANTS
OF COMPATIBLE SIZE
SHOULD PLAY IN UNIT
AT THE SAME TIME!**

READ & FOLLOW ALL WARNING LABELS!

A Warning Label is placed on every inflatable that einflatables produces.

<p>WHITTIER, CA 90606 (800) 557-0710</p>	<p>CAUTION! ALL PERSONS PLAY BY THEIR OWN RISK DO NOT Play on this inflatable in case of any of the following conditions: 1. Do Not Play on this inflatable if you are under the influence of alcohol or drugs. 2. Do Not Play on this inflatable if you are wearing loose clothing or jewelry. 3. Do Not Play on this inflatable if you are wearing high heels or flip-flops. 4. Do Not Play on this inflatable if you are wearing contact lenses. 5. Do Not Play on this inflatable if you are wearing a hat or sunglasses. 6. Do Not Play on this inflatable if you are wearing a backpack or bag. 7. Do Not Play on this inflatable if you are wearing a watch or bracelet. 8. Do Not Play on this inflatable if you are wearing a ring or necklace. 9. Do Not Play on this inflatable if you are wearing a belt or sash. 10. Do Not Play on this inflatable if you are wearing a hat or sunglasses. 11. Do Not Play on this inflatable if you are wearing a backpack or bag. 12. Do Not Play on this inflatable if you are wearing a watch or bracelet. 13. Do Not Play on this inflatable if you are wearing a ring or necklace. 14. Do Not Play on this inflatable if you are wearing a belt or sash.</p>	<p>SAFETY RULES</p>
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**TRAINED OPERATOR(S)
MUST BE ON DUTY
AT ALL TIMES!**

WARNING: A NOTICE TO OUR COMPETITORS

COPYRIGHTS AND TRADEMARKS:

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Inflatable Opening Ride Inspection Report

Date: _____

Customer: _____

Event Address: _____

Inflatable Name(s): _____

Ride Inspector(s): _____

Signature(s): _____

Operator Name(s): _____

	Yes	or No
1. Setup area clear of debris and sharp objects		
2. Unit on level ground		
3. All ground anchors secured		
4. Unit properly anchored and tied down using all tethers		
5. Stakes, clips & anchoring in good condition & secure		
6. All outlet tubes, zippers, and air flaps closed		
7. Blowers are securely attached		
8. Blower air tubes are not twisted or kinked		
9. Electrical equipment and cords working properly		
10. Proper electric outlet amperage		
11. Proper type and gauge extension cord		
12. Ride properly inflated		
13. Fencing, barricade, steps and ramps in place		
14. Checked for rips, tears or seams coming apart		
15. Safety warning and rules posted on unit		
16. Tie downs and tethers in good condition		
17. Proper size & weight of sandbags if needed		
18. Correct number of operators present		
19. Proper operator training complete		
20. Adequate lighting for night time operation		
21. Safety Manuals on site		

Comments: _____

“Ohio Revised Code 1711.551 requires that riders must obey all warnings and directions regarding this ride and behave in a manner that will not cause or contribute to injury to themselves or others. Failure to comply is a misdemeanor.”