



Master Terms & Conditions of Engagement
(As of September 04, 2025)



These Master Terms & Conditions (the “**Terms**”) govern all rentals of equipment and related services provided by All Blown Up Inflatable Rentals, LLC d/b/a All Blow Up Event Rentals d/b/a Holly Jolly Events d/b/a The Inflatable Fun Factory d/b/a The Inflatable Fun Factory Party Rentals d/b/a Evansville Party Rentals (collectively, “**ABU**”), to the customer identified in ABU’s order documents (“**Customer**”). By issuing or accepting a purchase order or reservation, remitting any deposit or payment, clicking to accept, or permitting delivery or setup, Customer agrees to be bound by these Terms.

- I. INCORPORATION; ORDER OF PRECEDENCE; AMENDMENTS; ACCEPTANCE.** These Terms are incorporated by reference into any reservation confirmation, order form, statement of work, invoice, or similar writing issued by ABU (collectively, the “**Engagement Documents**”). In the event of a direct conflict, the Engagement Document controls solely as to the specific event described therein. ABU may amend these Terms at any time; amendments are effective upon posting to ABU’s designated website, and any subsequent reservation or continued performance constitutes acceptance. Acceptance may be evidenced by signature, purchase order, electronic click-accept, payment, or allowing delivery/setup.
- II. SCOPE; TITLE; RISK OF LOSS; INSPECTION/ACCEPTANCE.** ABU rents the equipment identified in the Engagement Documents (the “**Equipment**”) and may provide related services. Title remains with ABU at all times. Risk of loss transfers to Customer upon delivery and remains until the Equipment is returned to ABU’s possession. Customer (or its on-site representative) shall inspect upon delivery and promptly note any variance; absent written exception at delivery, the Equipment is deemed received in clean and working order. Equipment may not be moved, altered, sub-rented, or relocated after setup without ABU’s written consent.
- III. RESERVATION, DEPOSIT, PAYMENT, TAXES, CHARGEBACKS, COLLECTION.** A non-refundable deposit is required to reserve Equipment and event dates. The remaining balance is due in full before setup or customer pickup; ABU may withhold delivery/setup until paid. Customer authorizes ABU to charge all amounts due (including cleaning, repair, replacement, late, wait, travel, and other contract charges) to any card/account on file, or to invoice for immediate payment. All taxes, surcharges, permits, licensing, and third-party venue fees are Customer’s responsibility. Customer waives chargebacks and agrees to reimburse ABU’s reasonable costs of collection (including attorneys’ fees) and lawful interest on overdue sums. Personal checks are not accepted. Deposits may be applied toward the balance due.
- IV. CANCELLATION; RESCHEDULING; WEATHER; SAFETY STOP.** Deposits are non-refundable. If Customer cancels with at least fourteen (14) days’ written notice, ABU may, in its discretion, issue a credit valid for three hundred sixty-five (365) days. No refunds or credits are issued once Equipment has departed ABU’s facility. ABU may suspend or cease operations if, in ABU’s reasonable judgment, conditions are or become unsafe (including lightning, high winds, saturated ground, or other hazards). If operations are curtailed or suspended due to weather or safety once delivered, no refunds are due.
- V. DELIVERY WINDOWS; SITE ACCESS; UTILITIES LOCATES; RETURN; OVERNIGHT CUSTODY.** Delivery/pickup occurs within scheduled windows with pickup at event conclusion; Customer shall ensure clear access, lawful loading/parking, and the presence of the person who signed or approved the Engagement Documents. The site shall be flat, free of debris/overhead obstruction, and suitable for safe installation. Customer must contact 811 (or jurisdictional equivalent) for underground utility locates where staking/anchoring is required; ABU is not responsible for damage to unmarked or mis-marked lines. Late returns and missed appointments are subject to reasonable fees; failure to appear for customer pickup authorizes ABU to cancel without refund and to recover additional costs. For

overnight rentals, Customer shall secure Equipment from theft, vandalism, and weather and store blowers/cords indoors. Additional charges may apply if changes in elevation require additional labor, equipment, or time not made known to ABU during pricing of the engagement.

- VI. USE; SUPERVISION; SAFETY; PROHIBITED CONDUCT.** Customer shall operate Equipment strictly in accordance with (a) manufacturer instructions and safety signage, (b) ABU's written and verbal instructions (including shutdown in inclement weather), and (c) the ABU Event Safety Rules and Delivery/Pickup Acknowledgment, each incorporated herein by reference. A responsible adult (18+) must supervise each unit at all times; attendants must be sober, operate one unit at a time, and meet or exceed manufacturer ratios. Prohibited conduct includes, without limitation: flips, wrestling, horseplay, head-first sliding, mixed incompatible age/weight groups, shoes or sharp objects on units, food/drink/gum, adhesives, streamers, balloons/arches attached to vinyl, silly string, soap, oil, smoking, fireworks, and moving Equipment post-setup. Violations may result in immediate shutdown, cleaning/damage fees, lost rental value, and termination.
- VII. POWER, WATER, ANCHORING, GENERATORS.** Customer shall provide dedicated, grounded electric circuits within twenty-five (25) to fifty (50) feet as specified, or more specifically set forth in the Engagement Documents, available continuously from setup through teardown. For water attractions, Customer shall provide hoses and water; dry units may not be wetted. Anchoring (stakes, sandbags, water barrels) as ABU deems necessary is authorized; surface/ballast fees may apply. Customer-provided generators are used at Customer's risk; downtime or malfunction of Customer power/generators does not entitle Customer to refunds or credits.
- VIII. CLEANING; DAMAGE; LOSS; MALFUNCTION NOTICE.** Equipment must be returned clean and dry. ABU may assess reasonable cleaning/drying charges for violations, and Customer is responsible for repair or replacement at new replacement cost for damage or missing items, together with reasonable lost rental value during repair/replace cycles. Customer shall notify ABU of any malfunction within thirty (30) minutes for remediation/credit eligibility review.
- IX. INSURANCE; DAMAGE WAIVER; RISK ALLOCATION.** ABU maintains general liability insurance and will issue a certificate naming institutional Customers as additional insureds upon request. ABU may require Customer to provide evidence of event/general liability insurance with customary limits and ABU named as additional insured and certificate holder. If elected and paid in full prior to the event, ABU's 9.5% non-refundable Damage Waiver applies solely to accidental damage up to stated caps; it is not insurance and excludes theft, vandalism, misuse/abuse, and missing items.
- X. LICENSES, PERMITS, REGULATORY COMPLIANCE.** Customer shall obtain, pay for, and maintain all licenses, permits, governmental and venue approvals, and regulatory clearances required for the event and Equipment operation, including without limitation special-event, health/sanitation, fire/life-safety, food service permits, temporary power, occupancy, and public performance rights (e.g., ASCAP/BMI/film rights) for any music, film, or broadcast content. Customer shall ensure crowd control and compliance with all applicable laws, codes, and venue rules and shall not direct ABU to proceed where doing so would contravene applicable law or safety. Failure to obtain required approvals constitutes a Customer breach and authorizes ABU to suspend or terminate performance without refund.
- XI. INDEMNIFICATION; LIMITATION OF LIABILITY; WAIVERS.** Customer shall indemnify, defend, and hold harmless ABU and its affiliates, officers, employees, agents, and subcontractors from and against any and all claims, demands, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to (a) Customer's event, site conditions, attendees, invitees, employees, contractors, or third parties engaged by Customer; (b) Customer's use, supervision, pickup, operation, relocation, alteration, or custody of the Equipment; (c) Customer's breach of these Terms or the Engagement Documents; or (d) bodily injury, death, or property damage in connection with the event, including any Equipment pickup, except to the extent caused by ABU's gross negligence or willful misconduct. In no event shall ABU be liable for indirect, incidental,

consequential, special, exemplary, or punitive damages, or for lost profits/revenue, business interruption, or diminution in value. ABU's aggregate liability arising from any event shall not exceed the amounts actually paid by Customer for the affected event, to the maximum extent permitted by law.

XII. MEDIA AND PUBLICITY. Customer irrevocably grants ABU a perpetual, worldwide, royalty-free, transferable license to record, photograph, or otherwise capture images/audio/video of the Equipment in operation at the event and to reproduce, display, distribute, publish, broadcast, adapt, and otherwise use such media (in whole or part) for advertising, marketing, promotional, and informational purposes in any medium now known or hereafter devised, without additional consent or compensation, and with a waiver of inspection/approval and, to the fullest extent permitted by law, moral rights. Customer represents it has secured, or will secure, any location or participant permissions reasonably required for such use and shall indemnify ABU against third-party claims arising from Customer-provided content or failure to obtain such permissions.

XIII.SUSPENSION; TERMINATION; REPOSSESSION. ABU may suspend or terminate performance immediately, without liability, for non-payment, material breach, unsafe or unlawful conditions, denial of required permits/approvals, interference with ABU staff, or directive to operate contrary to safety guidance. Upon termination, Customer shall immediately cease use and permit ABU to enter the site to remove Equipment. Termination is without prejudice to ABU's rights to fees, damages, collection costs, and all other remedies at law or in equity.

XIV. FORCE MAJEURE. ABU shall not be liable for any failure or delay in performance to the extent caused by events beyond its reasonable control, including acts of God, severe weather, flood, fire, explosion, pandemic/epidemic, public-health orders, war, terrorism, civil unrest, labor disturbances or shortages, carrier or supply-chain failures, utility or telecommunications outages, governmental actions, or denial/revocation of permits through no fault of ABU. Performance shall be excused for the duration of the force majeure condition, and schedules shall be adjusted accordingly. If a force majeure condition materially prevents performance for a commercially unreasonable period, ABU may terminate the affected Engagement Document without liability, and Customer shall remain responsible for amounts then-due and unrecoverable costs.

XV. DISPUTE RESOLUTION; JURY AND CLASS WAIVERS. Except as expressly provided in Section XVIII for public entities, any dispute, claim, or controversy arising out of or relating to these Terms, the Engagement Documents, the event, or the parties' relationship shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association, before a single neutral arbitrator, occurring in Vanderburgh County, Indiana. Indiana law governs the merits, without regard to conflict-of-law principles. The prevailing party shall be entitled to an award of reasonable attorneys' fees, costs, and expenses. The parties irrevocably waive any right to trial by jury and agree that all proceedings shall be conducted on an individual basis only; class, collective, consolidated, or representative actions are waived. Either party may seek provisional injunctive relief in a court of competent jurisdiction to preserve rights pending arbitration.

XVI. GOVERNING LAW; COURT VENUE. These Terms and any non-arbitrable matters are governed by the laws of the State of Indiana. Subject to Section XV, the state and federal courts located in Warrick County, Indiana shall have exclusive jurisdiction and venue for actions to enforce or enter judgment on an arbitration award or to obtain provisional relief, and the parties irrevocably waive any objection based on *forum non conveniens* or improper venue.

XVII. CONFIDENTIALITY; NON-DISPARAGEMENT. Customer shall not disclose ABU's non-public pricing, logistics, designs, processes, or other confidential information, except to the extent required by law or court order (with prompt notice to ABU where lawful). Customer shall refrain from publication of false or misleading statements regarding ABU; nothing herein restricts legally protected speech, lawful cooperation with regulators, or disclosures required by public-records laws.

XVIII. PUBLIC ENTITY CARVE OUT; EDUCATIONAL INSTITUTIONS; STATES; POLITICAL SUBDIVISIONS; FEDERAL AGENCIES. Where Customer is a public university, public school corporation, state or local governmental entity, political subdivision, or federal agency:

- A. Sovereign Immunity. Nothing herein waives sovereign or governmental immunity or other non-waivable statutory protections.
- B. Indemnity Limits. Indemnification applies only to the extent permitted by applicable law; any indemnity exceeding such limits is deemed conformed to the maximum lawful extent.
- C. Dispute Forum. If arbitration, jury waiver, class waiver, or exclusive venue is prohibited by statute or procurement rule applicable to Customer, the dispute forum and venue shall be as mandated by such law; otherwise Sections XV and XVI apply.
- D. Mandatory Terms. To the extent any provision conflicts with non-waivable procurement statutes or regulations, such provision shall be deemed modified to conform to the minimum extent necessary, and all remaining provisions continue in full force.
- E. Insurance/Certificates. Additional insured and certificate requirements apply to the extent permitted by law; where prohibited, the parties shall cooperate in commercially reasonable alternative risk management measures.
- F. Payment Obligations. Customer's payment obligations remain absolute and unconditional to the extent permitted by law.
- G. Confidentiality and Public Records. Customer's obligations under Section XVII are subject to and limited by applicable open records, public records, or freedom of information statutes. No provision herein shall be construed to require Customer to withhold records that must lawfully be disclosed, provided that (i) Customer shall, to the extent permitted by law, give ABU prompt written notice of any request implicating ABU's confidential information so that ABU may seek protective relief, and (ii) Customer shall use reasonable efforts, consistent with applicable law, to limit disclosure and preserve confidentiality to the maximum extent permitted. All other aspects of Section XVII remain in effect to the fullest extent consistent with applicable law.
- H. Fixed Carve-Out Terms. Notwithstanding ABU's general right to amend or update these Terms pursuant to Section I, the provisions of this Section XVIII shall not be subject to unilateral amendment by ABU. As to Customers covered by this Section, the carve-out terms in effect as of the date of execution of the Engagement Document shall remain in force and may only be modified by a written instrument executed by both parties.

XIX. ELECTRONIC SIGNATURES AND COUNTERPARTS. Customer agrees that these Terms, the Engagement Documents, and any amendments, waivers, or notices related hereto may be executed and delivered by electronic means, including scanned PDF, facsimile, DocuSign, AdobeSign, InflationOffice, or other industry-recognized electronic signature service, and that any such execution and delivery shall have the same force and effect as an original handwritten signature. Each party expressly waives any objection to the validity or enforceability of these Terms based on the use of electronic signature or transmission. The parties agree that records maintained by ABU of any electronic acceptance or execution shall be admissible in evidence and binding as to authenticity and validity. These Terms may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

XX. MISCELLANEOUS. These Terms and the Engagement Documents (including the ABU Event Safety Rules and the Delivery/Pickup Acknowledgment) constitute the entire agreement and supersede prior understandings. Provisions concerning payment, taxes, risk allocation, indemnification, limits of liability, dispute resolution, governing law/venue, confidentiality, and media survive termination or return. If any provision is held invalid, the remainder remains enforceable. Customer may not assign without ABU's written consent; ABU may assign to an affiliate or successor. Notices must be written and effective upon delivery to the contacts in the Engagement Documents (including verified email). Signatures and electronic acceptances are valid and binding. ABU is an independent contractor.