

Movie Event Rental Agreement

Our goal is to provide you with friendly professional and quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome than the terms and conditions written here are the only acceptable terms of negotiation. By making your deposit payment or payment in full you are agreeing to these terms and conditions described. Please read the following and feel free to call with questions or concerns.

Deposits and Final payments

Initial deposit in the amount of \$50 dollars is required to confirm your event day along with a signed copy of this contract. This deposit is a down payment of final bill and is nonrefundable inside of seven days from your event date. The final balance for your equipment rental is due within 48 hours prior to event date. For reservations made within 48 Hours the full payment is due to confirm the reservation. Your date is not confirmed unless we have received your deposit and signed contract. Deposits for commercial and governmental customers will be detailed in your invoice if it varies from this policy.

Final payments

Your screen rental is subject to cancellation if we have not received your final payment within 48 hours prior to your event. If you cannot make the final payment at least 48 hours prior to your event date, please notify us so that we can make alternate acceptable payment arrangement or cancel your reservation in our system. There is a \$35 charge for all returned checks. Final payments for commercial and governmental customers will be detailed in your invoice if it varies from this policy.

Cleaning and/or Damage Deposit

There is a \$100 cash cleaning/damage deposit the day of setup that will be returned upon pickup if everything is in same condition as of setup. Deposit can be utilized through debit/credit card, however due to online card fees deposit will be returned minus \$10 to cover card fees.

Cancellation fee policy

We always give you opportunity to reschedule your event date instead of forfeiting funds. Cancellation inside 5 days of event date equals no refund. Cancellations within 6 to 14 days will receive a full refund except for deposit. Any other cancellation on events with at least 14+ days will receive full refund.

Rescheduling policy

We rent out quickly and often months in advance, we do not over book our screens so when you reserve with us you are holding a date and screen that we cannot sell to someone else. This fee policy does not apply to weather-related rescheduling. Weather-related rescheduling can only be done the day of your event not several days in advance. Rescheduling after initial booking outside of weather-related concerns is a \$25 fee.

Information and Terms

Your movie rental package consists of a complete Outdoor Theater, including delivery, setup, removal, and liability insurance covering our equipment. Also, can service a friendly Over the Moon Softplay technical host will provide you with everything you see listed here

- Giant inflatable movie screen
- LCD high-definition projection
- Amplified speaker
- Standard rental time is 3 hours of production.

Initial

- We place a large tarp on the ground that is roughly equal to the dimensions that inflated screen will sit on. The sound system sits just in front of the screen. The projector will sit on our projection table 10 to 20 ft in front of or behind the screen for rear projection depending on the screen size the projector table is not tall, and your guests can sit in front of behind or beside the projector table the screen will not fit under most awnings Pavilions or many trees due to the height.

EVENT DAY

Responsibilities of Lessee

Please verify the movie start time on your invoice this is when we start the movie or entertainment you provide if you desire to start later, please inform us when we call you the morning of your event. Your house is expecting a three-hour event not including set up and break down time. If you start late and your show runs late, you are agreeing to the extension of your rental agreement. Extension time will be billed at a rate of \$50/30 minutes.

Confirmation call

It will be important to confirm event with you verbally. This call ensures that we have not forgotten your function. We will also discuss details about your event host and whether we are not able to dispatch our Over the Moon Softplay host unless we speak with you and confirm your event for that day. You can agree to receive a text message confirmation from us in lieu of a phone call. If weather is nice for the day of your event (less than 20% chance of rain and winds forecasted less than 15 miles per hour), Over the Moon Softplay host will arrive approximately one hour before start time indicated at the top of this contract and one and a half hours prior for popcorn events. Sometimes the host may be delayed due to traffic and other circumstances, we do not consider a host late unless the movie did not start on time. If your host is running behind, he/she will call you in route to keep you informed of a rival time, understand this equipment can be set up in as little as 30 minutes. We tell the host to arrive one hour prior to show time to allow for any emergencies or problems with your setup. There is buffer room to allow for host to have a complete set up ready for by the official movie start time indicated at the top of this contract.

Over the Moon Softplay Host Responsibilities

Fully hosted events are subjected to host availability and are not guaranteed, this means that we reserve the right to have our hosts deliver set up and break down your equipment at scheduled time but not stay on site during the entire event. Your host is provided to deliver and set up equipment, change media, connect gaming consoles, and serve popcorn, make adjustments and break down equipment at the end of your rental. Our host love to help and will do about anything to make your event great and earn a tip but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter, or other activities outside their primary duties listed here.

RESPONSIBILITIES OF LESSEE

Parking and Unloading

Customer must provide an area for parking and unloading within a reasonable distance from equipment setup. Location including any permits or passes needed are Lessee responsibility, not Over the Moon Softplay host. A host is not provided unless previously agreed upon and will be outlined in invoice.

We reserve the right to drop off equipment at your location, if we must drop off equipment for your event it is agreed that an Over the Moon Softplay representative is the only person to deliver set up, break down, and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD, Blu-ray player, pushing play, stop buttons, turning projector on and off, or adjusting volume, except in the case of weather. Customer/Lessee assumes the risk and responsibilities for damage. Customers are expected to move and or cover equipment to protect it from water damage.

-You (/customer/Lessee) are responsible for ensuring our screen will fit at your location, please refer to the screen size (16 ft) and projection. We normally secure our screens by placing stakes in the ground and securing ropes to the screen.

Initial

-If your event is held on concrete or other surface that will not accept stakes you will need to provide weighted items to tie off to, examples would be 35-to-50-gallon trash cans filled with water, large concrete cylinder blocks, anything that weighs 50 lb.

-If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental.

-Make sure there is the least amount of light possible in area where the screen will be located, because many of our screens are capable of both front and rear projection. Any lights behind the screen may be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

-You must provide a 110-volt 20-amp electric circuit breaker. For a distance over a hundred feet from the screen setup location we provide the extension cord for first hundred feet as part of our setup. Lessee will need at least a 14-gauge extension cord for remainder. Screen location can be no farther than three hundred feet since your breaker will likely trip due to such a long cord run. If you provide a generator a model with 3500+ watts and two separate breaker circuits is required. We are not responsible for power issues arising from tripped breakers or if a customer provided generator will not power our equipment.

-You are responsible for providing a commercial DVD or Blu-ray disc for your event, USB, or cell phone device to mirror to projector. We are not responsible for custom burn media that does not work in our equipment. Any public performance license is associated with any movie or media to be played or any other permits required by any regulation are sole responsibility of the customer.

-If you are using our equipment for something other than a movie, please note the following:

Live TV events - customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV events require an additional charge as part of your reservation.

video gaming events- customer is responsible for providing all video game consoles, games controllers, and any other equipment need to play. The use of video gaming on our system anytime during your event requires the purchase of the video game option as part of your reservation. Be sure to let Over the Moon Softplay know what type of output your equipment supports HDMI, RCA, composite, etc., so we can ensure we bring the appropriate hardware to support it.

Customer Responsibility

It is the customers full responsibility to ensure the safety of our host and equipment and will be held a hundred (100) percent liable for damage due to recklessness, vandalism, neglect, accident, sprinkler system, or for whatever reason will be the responsibility or company listed on our invoice as customer. Full payment for damage to equipment or labor for cleanup will be expected within 72 hours of your event. You, Lessee, will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge maybe higher once we determine actual damage to our equipment.

Weather policy

We do not cancel your event for weather related reasons until the day of your event. Weather predictions change often we want to give you the opportunity to have the event, so we do not allow weather-related cancellations or rescheduling until the day of your event. If there is a 50% chance of rain or if winds are forecasted to be 15 plus miles per hour starting 2 hours before, during, and 2 hours after your event we reserve the right to cancel your rental for that date in order to protect our equipment and safety and/or host. We reserve the right to set up our screen parallel to the wind regardless of where customer would like placement in order to minimize possible wind damage to our screens. Less than 50% chance of rain, we will mutually discuss and agree to proceed or postpone using the proceed postponed weather options listed below:

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The web page www.weather.com is a tool used to verify weather percentages. Simply visit www.weather.com the morning of your screen rental put in your zip code and click hour-by-hour this is the only tool we use to predict the weather you have until 3 p.m. on the day of the event to make a final decision using the following three options.

1) move your event indoors

2) postpone or reschedule- you (Lessee) can reschedule your screen rental in accordance with the weather Assurance plan chosen during your reservation

3) take your chances.

If you choose to have our hosts dispatched to your location and we cannot complete your event due to poor weather conditions you will not receive a refund and another event will not be rescheduled. This would constitute your event due to time, work and mileage that Over the Moon Softplay put into being on time to event.

Over the Moon Softplay does not refund payments in case of weather-related cancellations. You, Lessee, will have the remainder of the current season to reschedule your movie screen rental in the case of inclement weather cancellations. For originally scheduled events in October or November you will have up to April 30th of the following season to complete your event. Your (Lessee) options for rescheduled dates are governed by the weather Assurance plan chosen at the time of your booking. Weather Assurance plan is a date already agreed upon ahead of time as an optional second date for event. Weather Assurance plan must be put in writing and signed to be considered enforceable.

MALFUNCTIONING EQUIPMENT

If the equipment malfunctions or failed as a result of normal use during an event Over the Moon Softplay will attempt to replace equipment with similar equipment and in good working order if available, as soon as possible. Over the Moon Softplay is not responsible for any incidental, consequential, or emotional damages caused by delays, equipment malfunction, or otherwise. Over the Moon Softplay will make every attempt to provide a successful screen rental for your function. All equipment is new and under warranty for your assurance, however, there is always a risk of malfunctioning equipment. Over the Moon Softplay will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail, and you do not get an event on your scheduled date.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this contract. Any rescheduled event is subject to availability at the time of cancellation or postponement. Refunds will be provided except for deposit to hold the date if cancelled before event date. If not cancelled before event day, no refunds will be provided but will be able to reschedule based on availability.

Lessee (Customer)

Date

Lessor (Over the Moon Softplay, LLC)

Date