

ADDENDUM TO AGREEMENT TO PROVIDE ATTRACTIONS
at the
LARAMIE COUNTY SPORTSMAN'S EXPO

THIS ADDENDUM is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003, ("COUNTY") and Montana Premiere Entertainment, Inc., 1935 Lampman Drive, Unit B, Billings, MT 59102 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Agreement for CONTRACTOR to provide a Stunt Jump attraction and a Rock Wall attraction at the March, 2025, Laramie County Sportsman's Expo. The Agreement consists of CONTRACTOR'S Invoice 36581215 (1 page), which is attached and incorporated herein as "Attachment A," and the "Contract and Terms" (1 page), which is attached and incorporated herein as "Attachment B." For purposes of reference and interchangeability: CONTRACTOR is referred to as "Lessor," "Montana Premiere Entertainment," and "MPE" in the Agreement and COUNTY is referred to as "Lessee" in the Agreement.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR a sum of \$16,450.00, as provided for in Attachment A. Payment for materials and services to be provided under the Agreement will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services set forth in the Agreement, as described in Attachment A and Attachment B. CONTRACTOR shall provide any licenses necessary to operate the attractions.

V. MODIFICATIONS

1. Paragraph 3 of the "Contract and Terms" in the Agreement is hereby removed because the matters discussed in that paragraph are resolved in General Provisions of this Addendum at paragraph 12.

2. Paragraph 4 of the "Contract and Terms" in the Agreement is hereby removed because the CONTRACTOR, in Attachment A, agrees to provide two operators for the Stunt Jump and one operator for the Rock Wall.
3. Paragraph 5 of the "Contract and Terms" in the Agreement is hereby removed because these matters are resolved in General Provisions of this Addendum at paragraphs 8, 12, and 14.
4. Paragraph 8 of the "Contract and Terms" in the Agreement is hereby removed because these matters are resolved in General Provisions of this Addendum at paragraph 7.
5. Paragraph 11 of the "Contract and Terms" in the Agreement is hereby removed because these matters are resolved in "Responsibilities of County" provisions of this Addendum.
6. Paragraph 12 of the "Contract and Terms" in the Agreement is hereby removed because these matters are resolved in "Responsibilities of County" provisions of this Addendum.
7. Paragraph 13 of the "Contract and Terms" in the Agreement is hereby removed because these matters are resolved in General Provisions of this Addendum at paragraph 5. In the event of cancellation of the event, the COUNTY agrees to make reasonable efforts to hire CONTRACTOR for a future event.
8. Paragraph 16, of the "Contract and Terms" in the Agreement is hereby removed because the CONTRACTOR, in Attachment A, agrees to provide two operators for the Stunt Jump and one operator for the Rock Wall.

All "removed" items or sentences under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (2 pages) and this Addendum (7 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither the Agreement or Addendum, nor any rights or obligations

hereunder, shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: The Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: The Agreement and Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of the Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree the Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY'S governmental immunity.

8. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and Addendum.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

10. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to the Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. These provisions apply and are not abrogated regardless of whether or not the CONTRACTOR has obtained or has insurance coverage in accord with the requirements contained herein. To wit: Inadequacy, failure to obtain, withdrawal, limitations or absence of insurance coverage does not abrogate or modify in any way CONTRACTOR'S obligation under the instant indemnification provision herein.

13. Inherent danger and risk of loss: CONTRACTOR understands and acknowledges the inherently dangerous nature of Stunt Jump and Rock Wall attraction events to participants and the venue. CONTRACTOR accepts these risks and agrees to indemnify COUNTY and renounce any claim against COUNTY in the event of loss or damage to persons or property subject to this agreement. This indemnification includes but is not limited to CONTRACTOR'S disclaimer of, and agreement that, no "bailment" is created by the provision of vehicles or property pursuant to this agreement.

14. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this Agreement, CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY within 30 days of execution of this ADDENDUM but no later than 10 days prior to the event. Failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- a. **Minimum Limits of Coverage**: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- b. **Primary and Non-Contributory**: For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any

insurance of self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

- c. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- d. **Additional Named:** The COUNTY, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance and/or CONTRACTOR will provide the COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.**
- e. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to COUNTY.

15. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and Addendum described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Agreement and Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and Addendum.

16. **Force Majeure:** Neither party shall be liable to perform under the Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. **Limitation on Payment:** The COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement and Addendum may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the

earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Agreement and Addendum in order to acquire similar services from another party.

18. Notices: All notices required and permitted under the Agreement and Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

19. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

20. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

21. Assertion of Agency. By signing below for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this agreement and that any asserted entity is not defunct or dissolved. If the Company for CONTRACTOR is a "dba" or trade name and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

[Remainder of page intentionally left blank, signatures on following page]

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at the
LARAMIE COUNTY SPORTSMAN'S EXPO**

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date Feb 4, 2025
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date Feb 4, 2025
Debra Lee, Laramie County Clerk

CONTRACTOR: MONTANA PREMIERE ENTERTAINMENT, INC.

By:  _____ Date 1/14/25

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 1/22/25
Laramie County Attorney's Office



Montana Premiere Entertainment
 1935 Lampman Dr Unit B Billings, MT, 59102
 Phone: (406) 697-4301

Invoice: 36581215
Order Date: 10/30/2024

Laramie County Sportsman's Expo (County

Fair Pricing)

Event Location

Laramie County

Dan Ange

Laramie County Event Center
 3801 Archer Pkwy
 Cheyenne, WY 82009
 Cell: (307) 633-4670



Start Date: 3/14/2025 1:00pm

End Date: 3/16/2025 4:00pm

Delivery method: Delivery

Estimated Setup: 3/13/2025 1:00pm - 1:00pm

Estimated Teardown: 3/16/2025 4:00pm - 6:30pm

Name	Qty	Total
 <p>Stunt Jump</p> <p>Featuring a 20' platform, an 11' platform, and ZeroShock airbags, the Stunt Jump is a high energy ride that will thrill and excite. Experience freefall and perform falls made for the big screen. Space Required 35' X 70' Price includes 2 Operators Lighting Included for evening or night rentals Requires 1x50Amp Service</p>	1	\$9,900.00
 <p>Rock Wall 24' 4 Station</p> <p>24' Tall. 4 Climbers at a time. 1 Operator included. Fencing and lighting included</p>	1	\$4,700.00

Rentals subtotal \$14,600.00
Distance Charges \$1,850.00

Total **\$16,450.00**

Deposit Due \$3,290.00
Amount Paid \$0.00
Balance Due \$16,450.00

Friday, March 14 1pm - 6pm
 Saturday, March 15 10am - 6pm
 Sunday, March 16 10am - 4pm

**Electrical Circuits
Required 3**
**Volunteer Operators
Required 0**

Delivery Surface Indoor

Staff Provided 4

To leave a tip for your delivery personnel and ride operators:

Via Venmo: @Patrick-Branger

Via PayPal: paypal.me/mtpremiere

Contract and Terms

1. Lessee agrees that the Leased Equipment has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear.

2. Lessee understands and acknowledges that participation in inflatable devices, bungee quad, zorb ball, dancing, dunk tank & gyroscopes, stunt jumping, climbing wall and mechanical meltdown activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; colliding with others which could cause strains, sprains, broken bones and head injuries; falls from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; the use of ropes, harnesses, and other equipment; being struck by other objects dislodged or thrown from above; loose and/or damaged artificial holds; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and/or belayer failure; climbing out of control or beyond one's personal limits; cuts, abrasions, and bruises; heat exhaustion, heat stroke, and cardiac related events or illness; falling off of or being thrown from the inflatable which could result in musculoskeletal injuries including head, neck, and back injuries; equipment failure or operator error; consumption of food or drink; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidental drowning; transmissible pathogen or disease; the negligence of other participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, MPE personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

3. Lessee agrees to release, forever discharge and hold harmless Lessor for any injuries, damages or claims that result from Lessee's negligence; including any injuries, claims or damages asserted by Lessee's guests, invitees or third parties.

4. Lessee agrees to supervise both the Leased Equipment and its use at all times the Leased Equipment is in the possession of Lessee. Lessee agrees to follow the directions and safety rules as posted on the Leased Equipment or as otherwise provided to Lessee by Lessor.

5. Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or also lessee agrees to bear the costs of defense and liability of any such injury or damage itself.

6. Lessee agrees not to remove the Leased Equipment from the location on which Lessor has assembled or installed it. Lessee further agrees not to disassemble or uninstall the Leased Equipment or to assemble or install the Leased Equipment.

7. Lessee grants Lessor right to enter Lessee's property for the delivery, pick-up or repossession of the Leased Equipment. Lessee agrees not to loan, sublet or otherwise dispose of the Leased Equipment.

8. In the event that Lessee files a cause of action against Lessor, Lessee agrees to do so solely in the state of Montana, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

9. Lessee agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

10. Lessee acknowledges that sufficient time and opportunity were had to read this entire Contract, and understands its content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.

11. DEPOSIT: A deposit of 3,290.00 shall be delivered upon signing of this contract. If deposit is not received within 7 days of contract signing the Lessor reserves the right to cancel the booking. Please make all deposits online with the online portal link with your invoice. Montana Premiere Entertainment items mentioned in this contract are not reserved for the Lessee until this deposit is received. The deposit is non-refundable even if weather conditions warrant the cancellation by Lessee or Lessor PRIOR to delivery. See WEATHER POLICY below.

12. BALANCE: The remaining balance per invoice number 36581215 is due upon arrival at the event, prior to set up. Cards on file will be charged for remaining balance if balance is not paid upon arrival. Please make all checks out to Montana Premiere Entertainment. In the event of non-payment, Montana Premiere Entertainment retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Montana Premiere Entertainment. Purchaser shall be charged \$45 for each bounced check plus a \$25 service charge for each collection notice.

13. CANCELLATIONS: Cancellation of the entire order must be done 7 days prior to the event date and deposit will not be refunded. Cancellation within 7 days of scheduled delivery or pick up will result in 50% of current invoice charged as a cancellation fee. Cancellation within 24 hours of scheduled delivery or pick up will result in 100% of current invoice charged. Please see the weather policy

14. UTILITIES: Utilities must be marked and located prior to arrival for setup. Montana Premiere Entertainment shall call 811 at least 3 business days prior to the date of the event. The lessee shall admit all utility locators onto the property to locate utility lines. The lessee acknowledges that utility locators will locate utility services only, and will not mark utilities owned by the lessee or owner of the property

the equipment will be set upon. It is the responsibility of the lessee to contact a private utility marking company to have privately owned utilities marked including sprinkler lines. The owner of the utilities shall be responsible for all damages to unmarked or improperly marked utilities or sprinkler systems. Properly marked is defined as marked within 18" of the existing utility per M.C.A.

15. TIMING AND DELIVERY: Delivery windows are estimated times unless otherwise specified. The Equipment should be empty of all personal items, and people at the requested end time. Delivery of all items is limited to ground level only. No Stairs or excessive elevation changes are included in standard delivery. If Lessee is not available to meet during tear down Lessee gives Lessor and Lessor's employees and contractors permission to access the equipment for teardown. Withholding access to equipment after leased hours will result in additional charges.

16. SETUP AND OPERATION OF INFLATABLES: The Lessee should have at least (1) one person of average strength per inflatable unless Fully Staffed. This person should be the person who will be responsible for the operation of the ride, also known as the "Attendant." Lessee and Attendant are responsible for enforcing posted rules. Instructions for safety and operation will be reviewed at the time of setup and are included herein. The Lessor will train Attendant how to operate the inflatable in accordance with the manufacturer's recommended operating procedures and Attendant / Lessee will acknowledge said training by signing a training checklist prior to operating the ride. Lessor shall not be responsible for damage caused to grass because of the setup and placement of the bounce house on grass. If set up on grass, Lessee shall allow Lessor to drive metal stakes into the ground for anchoring purposes. Lessee assumes FULL responsibility for damage caused by such anchoring methods and any damage to unmarked underground utilities (sprinklers, electrical, septic, etc.) Attendants provided by Lessor are for safety and rules enforcement only. Parental supervision is required for all children on rides at all times even when attendant is present.

17. SPECIAL PROVISIONS: The Lessor reserves the right to withhold providing the Equipment when, in the Lessor's sole judgment, weather conditions or setup conditions would be detrimental to the Lessor's Equipment. This provision includes but is not limited to wind, rain, lightning, mud, snow and or freezing temperatures and other hazards such as low hanging tree branches, power lines, or setting up on an incline / decline. If other Inflatables, games, or rides are present at the event Montana Premiere Entertainment requires copies of insurance for these items from the owner or operator. If Inflatables, games, or rides are not being operated or set up following acceptable safety standards and practices Montana Premiere Entertainment reserves the right to shut down and remove equipment without refund.

18. PERMITS/LICENSES: Lessee is responsible for obtaining all permits, licenses, authorizations, and approvals from appropriate parties, companies, homeowners associations and/or government for the lawful and safe use of all rental equipment at the cost of Lessee. If Lessee fails to do so before our arrival, and it results in certain equipment/service etc. not being allowed to be used, the FULL rental/service amount will still be due.

19. WEATHER POLICY: During periods of severe weather conditions (for example, rain, high winds, lightning, etc.), Lessor reserves the right to cancel Lessee's reservations. Prior to delivery of the Equipment, if the weather conditions are acceptable to Lessor to proceed with the event but marginal in the opinion of Lessee, Lessor will give Lessee the option of keeping Lessee's rental or canceling the event. If Lessee decides to keep the rental for the term of this rental agreement, Lessor will not issue a refund under any circumstances.

*A representative from the Lessor will contact the Lessee prior to delivering the Equipment if the weather is questionable at the sole discretion of the Lessor. Once the Equipment arrives at the event, payment is due in full and is not refundable under any circumstance. If prior to delivery of the Equipment either the Lessee or Lessor chooses not to have the Equipment delivered due to imminent inclement weather conditions, the full amount of the invoice except for the deposit will be returned, or the event rescheduled within Lessor's ability to reschedule the Equipment.

20. CLEANING FEES: If rented equipment is returned requiring excessive cleaning due to items other than dirt or grass, cleaning fees up to the replacement cost of the item will be charged. The minimum cleaning fee is \$50. Use of Dry Inflatables with water will result in a \$50 cleaning charge. THE USE OF SILLY STRING OR SIMILAR PRODUCTS WILL PERMANENTLY DAMAGE TENTS AND INFLATABLES. USE OF SILLY STRING WILL RESULT IN BEING CHARGED WITH FULL REPLACEMENT COST OF ITEMS DAMAGED.

21. PROHIBITED ITEMS: No food, drinks, toys, animals, silly string, spray in hair dye, shoes, or sharp objects are allowed in or around the Inflatables and games at any time.

22. DO NOT AMEND: This contract contains the entire agreement between the parties and shall not be amended or modified except in writing and signed by all parties hereto.

23. HARD SURFACES: Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving or shifting. If the Equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit and Lessee shall be liable for any such damage.

24. INSPECTIONS: If the Lessee chooses to deflate the inflatable equipment prior to the arrival of Lessor's pick-up agent, it must be re-inflated before it is packed up. The unit will be inspected before removal from Lessee's premises.

25. Montana Premiere Entertainment Bounce Houses Operating Procedures

The ride should not be operated if wind exceeds 15 mph, rain, lightning conditions or in temperatures below 40 degrees Fahrenheit.

The rated weight and occupant capacity should never be exceeded. Please refer to each ride's posted capacity chart, per manufacturer's recommendation.

The attendant should assist the riders when they enter and exit the ride.

While the ride is in operation, the attendant shall always watch the riders.

No roughhousing or horseplay should be tolerated.

No somersaults, diving, wrestling, flips, or rough play shall be permitted at any time.

No climbing on the nets or walls is allowed.

Only one person sliding at a time per slide lane. Wait for the landing to clear before sliding.

Slide feet first down any slide.

No jewelry, breakable items, nor sharp objects allowed on any inflatable.

No food, drink, nor gum allowed on any inflatable

Anyone who does not obey the rules after being warned will be asked to exit the ride.

The attendant must strictly enforce the rules posted on the warning sign.

The attendant should assist the riders while they exit the ride.

The attendant must remain in control of the ride at all times.

Riders must follow all instructions from the attendant at all times.

Absolutely no Silly String or similar product allowed near any inflatable or tent.

26. Tables, Chairs, Party Supplies: Setup is not included in delivery of Tables, Chairs, or Party Supplies. Chairs and Tables must be stacked and accessible prior to pickup or labor fees will apply. **DO NOT USE TAPE ON ANY RENTED EQUIPMENT.** Cleaning fees will apply for removal of tape or tape residue.

27. Relocating Equipment: Lessee is not allowed to relocate or tear down any tent, inflatable, installed, or stationary equipment without notifying Lessor.

28. Emergency Procedures Emergencies can arise for various reasons. The following are a few examples of emergencies and how they can be handled. This is strictly a guide... please use common sense when an emergency occurs.

29. Weather: Bad weather can arrive in the form of rain, lightning or strong wind. In each case, you want to evacuate the ride as quickly and safely as possible. Remain Calm! If you panic, your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the ride quickly, but in an orderly fashion. After everyone has exited the ride, deflate the ride by turning off the blowers or fans.

30. Loss of Electrical Power If a loss of power occurs the ride will slowly start to deflate. Remain Calm! You will have ample time to help your patrons quickly and safely exit the ride. This situation tends to cause panic... unless the operator stays calm and relaxed. Talk calmly to those inside the unit telling them not to panic while you are helping them walk out. Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in, press the reset button on the extension cord and the ride will re-inflate. Contact or have someone contact Montana Premiere Entertainment at 406-697-4301 to check the problem. Do not leave the ride unattended.

31. Accidental Damage The Lessee is responsible for protecting all Items rented to you under the terms of your Rental Contract from all losses, theft, damage, and destruction. Except as provided below, if any Rented Item(s) is/are lost, stolen, damaged or destroyed during your rental, you will be responsible for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost, damaged or destroyed, and/or the loss in value of such Rented Item(s).

32. Accidental Damage Waiver If you add on our Optional Accidental Damage Waiver, then to the extent set forth below, Montana Premiere Entertainment agrees to waive certain claims against you arising from physical damage to any Rented Item(s) when covered by Damage Waiver (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. You will otherwise remain liable for 100% of all loss, theft, damage to or destruction of the Rented Item(s). This Damage Waiver is a partial waiver of our claims for damage to or destruction of only Covered Item(s). **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** Exceptions and Exclusions: The foregoing notwithstanding, the following are NOT COVERED under the Damage Waiver, and you, the "Customer" or "Lessee," will remain 100% liable for: (a) Loss of or damage to Covered Item(s) due to intentional abuse, improper use, gross negligence, willful misconduct, or neglect; (b) Loss of or damage to Covered Item(s) due to violation (by you, your agents, guests, animals, employees, or contractors) of the terms of your Rental Contract, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any instructions and/or warnings provided by Montana Premiere Entertainment or posted, whether on equipment or signage. (c) Loss of or damage to any Covered Item due to exceeding the rated capacity of such Rented Item; (d) Any failure to return Covered Item(s) to Montana Premiere Entertainment (including without limitation, loss, theft or disappearance); (e) Loss of or damage to any Covered Item due to failure to secure and/or protect it (e.g., by leaving it in an unprotected area, leaving it outside in severe weather, unlocked, etc.); (f) All damage to electrical equipment; (g) Loss of or damage to any Covered Item resulting from its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive, noxious or otherwise hazardous conditions, materials or substances. (h) The use of any "Silly String" or similar product and all damage resulting are not covered under this damage waiver.

33: Location Prep Setup location must be free of debris and generally flat. If cleaning of the area is needed prior to setup a \$50 fee will be charged to the card on file. This includes: Sticks, rocks, animal droppings, and other debris that could damage or stain the equipment.

34: Substitutions The lessor, at its discretion, may substitute Items for Items of similar style and of equal or greater value for purposes of fulfilling the order if items become damaged, are unavailable, or are replaced in inventory.

35. Emergency Contact Please note that in the event of an emergency call 911 or appropriate authorities and then contact the Lessor Montana Premiere Entertainment (Patrick Branger) at (406) 697-4301.

36. Item Specific Contract Details If applicable

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name