

**Metz Amusements and Concessions LLC**

6428 Sullivan Trail Wind Gap, PA, 18091

Phone: 610-863-4914

Invoice: 76330395**Order Date:** 9/10/2026Event Location**Pleasant Valley High School Bonfire****Aleisa Kinsey**

2233 Rt 115

Brodheads ville, PA 18322

Cell: (610) 417-2515

Event: Thu, Oct 15, 2026 3:00pm - 8:30pm**Delivery method:** Customer Pick-Up**Surface Type:** Pavement or Concrete**Pickup:** Wed, Oct 14, 2026

8:30am - Thu, Oct 15, 2026

12:00pm

Return: Fri, Oct 16, 2026

8:30am - 3:30pm

Name	Qty	Total
 Dunk Tank	1	\$235.00

Rentals subtotal \$235.00**Sales Tax** Exempt 0% \$0.00**Total** **\$235.00****Deposit Due** \$70.50**Amount Paid** \$0.00**Balance Due** \$235.00

****IF YOU ARE GETTING A TENT SET UP**** WE ALWAYS PLACE A PA ONE CALL TO CHECK FOR ANYTHING UNDERGROUND BEFORE WE PUT UP THE TENT. PLEASE BE AWARE THERE MAY BE SOMEONE FROM ONE OF THE UTILITY COMPANIES THAT STOPS BY YOUR PROPERTY TO MARK OR CHECK ANY LINES UNDERGROUND.

Contract and Terms

Please read entire contract. terms and conditions between you, the person or organization leasing goods (the "Lessee" or "You") and us (the "Lessor" or "Metz Amusements" or "Us"). Lessee agrees to hold us harmless if others are hurt by the Personal Property while it is under your control, except to the extent by our negligence or misconduct. Term of the lease is stated above. Property must be returned to Us at or before the end of the Lease Term if a Customer Pick Up. If items were scheduled for pick up, property must be available and accessible for Us to do so. Lessee will be responsible for additional fees if all items are not returned or if the items are not available for us to pick up at end of lease.

Payments: Listed above is a schedule of personal property that you intend to lease from us. We agree that the Personal Property will be secured for your use once you have paid the Security Deposit that is stated above. (i) If you then chose to pick up the Personal Property from us, payment is required in full before we turn over the Personal Property to you. (ii) If we are delivering the Personal Property to you, payment is required in full at the time of delivery or before. If Full Payment is not made according to the terms stated above, then You forfeit the Security Deposit. In addition, if You make any changes to this agreement after payment of the Security Deposit, (including but not limited to changes to the schedule of Personal Property), then We may, in Our complete and unreviewable discretion, forfeit the security deposit.

Policy on Refunds after Partial or Full Payment: If You cancel or change any part of this agreement after you have paid the partial or full contract price, (including but not limited to changes to the schedule of Personal Property), we will credit the partial or full payment towards any future rental / services with Us, provided that such cancellation / change occurs more than 14 days before the time of delivery. If the cancellation / change occurs within 14 days of the time of delivery, then You agree to forfeit any payment to

Us (including, but not limited to, the security deposit).

Fee for Late Return of Personal Property and Agreement for Legal Repossession: A minimum fee of \$75 will be charged if You fail to return any Personal Property to Us at or before the end of the Lease Term. If You fail to return Our Property for any reason, we may take any legal recourse within our power, including seeking an immediate injunction of replevin. You specifically agree that in no case will We have to post a bond, or any other security, before engaging in any legal action. You also agree that if we must engage in any legal action seeking the return of Our property that you will pay all costs and fees (including Our attorney fees) for litigating and executing upon the legal action.

The Operation of the Personal Property: You must at all times supervise the use and operation of the Personal Property. This cannot be stressed highly enough. While the Personal Property is under Your control, You are responsible both for the Personal Property and any harm that property may cause. Accordingly, you agree to exercise extreme care in the upkeep and use of the Personal Property, realizing that You are solely responsible for any harm that may result. (a) **Supervision of Personal Property** You agree to Supervise the care and use of the Personal Property at all time. You further agree that the Personal Property will only be used as stated in the Personal Property's operation guidelines and understand it is your responsibility to familiarize yourself with the operation guidelines. (b) **Your Responsibility to Supply Ancillary Services** If any Personal Property requires an ancillary service, for example (but not limited to), electricity or water, it is Your responsibility to supply the ancillary service.

The terms Lessee and Lessor are specifically defined to include, but not be limited to, them-self, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, successors-in-interest, parents, guardians, legal representatives, heirs, executors, and administrators, and all persons acting by, through, under, or in concert with them, and each of them. **Lease of Personal Property** (c) **You Agree not to Use the Personal Property During Inclement Weather** You agree that you will not use the Personal Property during inclement weather, which includes but is not limited to rain, snow, high wind, and electrical discharge. We are not responsible for inclement weather or other Acts of God (sometimes call Force Majeure) and You take the risk in making this Agreement that the weather or other uncontrollable conditions may not cooperate with your plans or let you use the Personal Property as you imagine. (d) **Your Responsibility to Keep Personal Property Clean** It is your absolute obligation to keep the Personal Property clean and in the same condition you leased it. Absolutely no silly string or similar items, such as, but limited to food, drinks, confetti, foam, or trash, in or around the Personal Property at any time. Silly string and like objects will cause permanent damage to the Personal Property. (e) **Damage to the Personal Property** If any of the Personal Property is damaged, we may, charge you the full replacement value of the Personal Property damage and / or we may assess a cleaning / repair fee that will not be less than \$75.00. Importantly, if we have to charge the full replacement value because of damage or for any other reason, there will be no discount for any depreciation that the replaced property underwent—you will be charged the full market value of the replacement. (f) **You Personally assume Responsibility for the Personal Property** Once the Personal Property is tendered to You. You are solely responsible for it. You agree not to assign, sublet, mortgage, hypothecate, pledge, or otherwise transfer your rights in the Personal Property to any other person for any other purpose. You are Responsible if anything goes wrong, which may include, but not be limited to fire, theft, loss, or the like. (g) **Cessation of Operation of Malfunctioning Personal Property:** If any Personal property were to malfunction, You must stop using that property immediately, and contact Us at once.

Specific Rules and Agreements Related to the Use of Inflatables (a) **Inflatables ONLY** to be used in the Commonwealth of Pennsylvania. (b) **General Rules for the Safe Operation of Inflatables:** Inflatables must be operated over a smooth, compatible surface such as grass or hard top surface. Inflatables may not be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. You cannot move an inflatable after it has been placed by Us. Inflatables must be properly anchored prior to use. The inflatable will be anchored initially by Us and the anchors must not be removed or relocated for any reason. Never attempt to relocate, adjust or service a blower. Never use an inflatable during high winds, gusty winds, thunderstorms or lightening. Although unlikely, an inflatable can turn over in high winds, even if anchored, and this could result in severe injuries or death. Do not resume use of an inflatable until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on the unit itself. Instructional videos can be found on YouTube under our companies name. (c) **General Rules** Before entering the inflatable, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated inflatable. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of inflatable. Always follow the rules related to the number of persons permitted in the inflatable, as stated on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have a competent and sober adult providing supervision that has reviewed and understands both this agreement and the rules posted on the unit itself. Never allow the users to be unsupervised in or around the inflatable. Never allow more users than the maximum number of users per age group as described within this agreement and on the inflatable itself. Never place a hose or water on or into the unit unless specifically authorized by Us in writing.

Additional Safety Rules for Inflatables, Rides, and Games (a) Never allow horseplay on, in, or around any of our Personal Property, but especially about inflatables, rides, and games. (b) Always follow the directions for use on the unit itself. (c) Only children of the same age group are to play on the unit at the same time. (d) The sober and competent adult supervising operation of the ride, inflatable, or game must ensure: i. General Safety procedures related to this ride; ii. Height, Weight, and any other user requirement; iii. One cycle of operation in detail, per manufacturer's recommendations; iv. proper loading and use of the ride, inflatable, or game; v.

emergency operations for the ride, inflatable, or game; vi. operator safety while the ride, inflatable, or game is in operation; and (where applicable) vii. Operator training form is to be signed at pick up by person(s) intending to operate ride, inflatable, or game.

Inability to set up: Metz Amusements has the right to cancel a contract or part of a contract if we feel it is not to safe to set up safely due to weather, location, interference with wires or trees etc, or any other unsafe conditions for the items being leased.

You Agree to Hold Us Harmless for Any and All Acts: In summary, this section of the Agreement explains that We rent You the Personal Property as-is and You are absolutely and ultimately liable for the operation of the Personal Property. If something were to go wrong, You agree that We are not responsible, in any way, and if We were to be sued, You agree to indemnify Us from any and all liability. (a) **Disclaimer of all Express Warranties** Any affirmation of fact or promise made by the Lessor to the Lessee which relates to the Personal Property shall not be regarded as part of the basis of the bargain and shall not be deemed to create an express warranty that such Personal Property shall conform to the affirmation or promise. Any description of the Personal Property leased hereunder shall not be regarded as part of the basis of the bargain and shall not be deemed to create an express warranty that such Personal Property shall conform to the description. The exhibition of any sample or model shall not be regarded as part of the basis of the bargain and shall not create an express warranty that the whole of the Personal Property leased hereunder shall conform to the sample or model. (b) **Disclaimer of all Implied Warranties** The Personal Property leased under this agreement are leased "AS IS" and "WITH ALL FAULTS." (c) **You Agree to Indemnify Us** against ANY and ALL Liability You agree that once the Personal Property is tendered to you that you and you alone become responsible for ensuring the safe operation of the Personal Property. Accordingly, you agree to indemnify us to the fullest extent permitted by law for any damages that We may suffer as a result of conduct arising from or related to this Lease of Personal Property. Such damages may include, but not be limited to, paying any judgment on our behalf, and / or paying (up-front and on demand) our defense and attorney fees in any lawsuit related to or arising from this Lease of Personal Property. In addition, You specifically release Us from any liability or possibility of future suit (or any other legal action) arising from or related to this Lease of Personal Property. A defense of Release may be raised at any point in a Legal Action (including during preliminary objections or 12(b)(6) motion) and such defense shall never be deemed waived.

Important Legal Considerations: The following provisions, although they may appear to be boilerplate, are material conditions of this Agreement: (a) **Acceptance of this Lease of Personal Property** you may accept this Lease of Personal Property either by (i) signing the Agreement below, (ii) paying the security deposit, and / or (iii) accepting delivery or picking up tendered Personal Property. (b) **Integration** This Lease of Personal Property is the final negotiated agreement of the parties; everything needed to understand the agreement of the parties is included in this writing. Any change to this Lease of Personal Property must be in writing. Page 3 of 4 Lease of Personal Property (c) **Waiver of Rights** The parties to this Lease of Personal Property have certain rights; neither party gives up a right just because they do not use it. In addition, just because the parties repeatedly act a certain way does not mean that they intend to give up any rights. If a party does wish to waive a right, that waiver must be in writing. (d) **Payment of Attorney Fees** If We must bring an action to enforce any provision arising from or related to this Lease of Personal Property and, if a Court ultimately concludes the legal matter in Our favor, then We are entitled to reasonable attorney fees for litigating and executing upon the legal action. (e) **Miscellaneous Provisions** When the parties execute this Lease of Personal Property it will become legally binding. If any part of this Lease of Personal Property is struck down, or otherwise voided, the rest of the Agreement will still be valid. The executed Lease of

Personal Property may be stored and maintained digitally and a digital reproduction will be considered original. Any dispute related to or arising from this Lease of Personal Property will be decided by a judge, and not a jury, under Pennsylvania law (that was in effect at the time of signing) in the Court of Common Pleas of Lehigh County or Northampton County (the parties may mutually agree in writing to proceed in front of a Magisterial District Judge of in the Federal Eastern District of Pennsylvania, rather than in the Court of Common Pleas). Finally, just because one party drafted this Lease of Personal Property, or suggested the inclusion of a provision, does not mean that the provision should be interpreted more stringently against, or construed against, that party.

Execution of Lease of Personal Property: (a) Lessee is agreeing to this Lease of Personal Property as a voluntary, willful, and intentional act; (b) Lessee is agreeing to this Lease of Personal Property to be legally bound by the Agreement; (c) we each have the power to bind ourselves and / or our (business) associations to this this Lease of Personal Property; and (d) Lessee has read and understands this Agreement, is eighteen years of age or older, mentally fit, and under no external pressure to sign this Agreement.

Details for Dunk Tank:

_____ Easy Dunker must always have an adult operator on duty when in use.

_____ When tank is going to be unattended, always drain water. NEVER LEAVE A DUNK TANK FILLED WITH WATER UNATTENDED!

_____ Section off a "danger zone" all around the tank. Keep people out of the zone to avoid getting hit by an errant or deflected throw. Children should never be allowed inside this "danger zone."

_____ Never place the dunk tank on a platform or stage. (NOTE: When filled the dunk tank weighs over 4,500 pounds.)

_____ Keep Easy Dunker away from electricity.

_____ Keep water level filled to at least 8" from the top of the tank.

_____ Only one person at a time should be allowed on the seat or in the tank.

_____ Keep all non-swimmers, anyone less than 5'6" tall, or over 250 pounds off of the tank.

_____ Anyone with medical conditions which may place limitations on their physical exertion (such as, but not limited to: heart condition, pregnancy, back injury, etc.) should stay off of the dunk tank.

_____ Before (and each time) the dunkee climbs onto the seat, they must first make sure the seat is securely locked in place and that the safety latch is engaged.

_____ The dunkee should use the handles to assist in climbing out of the tank and for getting back up onto the seat after being

dunked. However, the dunkee must not hold onto the handles while being dunked.

_____ The dunkee must move toward the front of the tank when coming up out of the water to avoid hitting their head on the seat.

_____ Never use hard balls.

_____ Never stand on seat.

_____ When being dunked, the dunkee must keep hands on knees and sit forward on the seat.

_____ Do not allow anyone to hit target with hands.

_____ Do not operate Easy Dunker during a storm.

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

signed date

Signature

Date

Printed Name