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CONTRACT

FUNDRAISER EQUIPMENT AGREEMENT

Customer Information:

Name: _____
Contact: _____
Address: _____
City: _____, State: _____, Zip: _____
Home: _____ Tax I.D. #: _____
Cell: _____
Work: _____

Equipment

Fundraiser Information:

Event Name: _____
Date: _____
From: _____ To: _____

This agreement, made the date hereafter written, by and between **KINDAS Amusement Source**, hereinafter called "Lessor," and _____, hereinafter called "Event Coordinator," including School, Church, and Nonprofit Organizations Representatives and more particularly described hereunder.

1. Rental of Equipment. For and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Event Coordinator, Lessor does hereby lease to Event Coordinator the equipment and personal property as indicated above: Init

2. Bracelet. Three weeks before the event you start advertising and selling bracelets. A minimum of 100 must be pre-sold in order to have the event. The Event Coordinator can only sale bracelet from **KINDAS Amusement Source**. Event Coordinator can not deviate from the bracelet program (i.e. no tickets, etc unless provided or approved from us). If individuals wants to buy on the day of event bracelets or tickets can be sold at an extra charge. Once again tickets must be sold from **KINDAS Amusement Source**. Init

3. If Event Coordinator adds equipment they own, tickets must be used to operate their equipment and must be different from the ones **KINDAS Amusement Source** provides. Init

4. Equipment: You will sell **KINDAS** Party Bracelets for \$15.00-\$20.00. Every person receives unlimited play (Depending on Bracelet Price). Additional items may be purchased at the event by parents, etc. Sno Kones, Cotton Candy, Popcorn, and Nachos to be sold at event or be pre-paid at the price of \$2.00 each. **KINDAS Amusement Source** furnishes 1 ticket sale person, Inflatables, Pop Corn, Cotton Candy, Nachos, Sno Kones and other agreed upon items & a supervisor. Equipment issue will vary depending on amount of bracelet sold. (Example: 100 – 160 tickets sold will give you 9 inflatables Mon thru Fri and 7 on Sat). Init

5. Percentage: From Monday thru Friday the Party hosting receives 40% of sales for 100-160 bracelets. The Party hosting receives 50% of sales for 161+ bracelets. From Saturday and Sunday the Party hosting receives 40% of sales for 100-200

In case of a problem or concern please call us @ 912-210-0073/0074

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bracelets. The Party hosting receives 45% of sales for 201+ bracelets. The Party hosting receives 30% (Mon thru Fri) or 20% (Sat and Sun) of all additional sales at the event... Cotton Candy, etc. **KINDAS Amusement Source** ALSO gives a free Regular Bounce House Rental Inflatable, to be given away at a drawing that night. Init [REDACTED]

6. Event Coordinator understand the unit must be vacated and clean by ending time (TO:) above. The school, church, or Nonprofit provides an attendant for each play station and help with setting up and tearing down the equipment. Event Coordinator understands they will be responsible for any repair if equipment is destroyed because of improper use. If unit can not be repaired Event Coordinator must pay for the whole unit minus 10% depreciation. The Event Coordinator will be responsible 100% for legal and collection action if **KINDAS Amusement Source** is not able to collect fees incurred at event. Init [REDACTED]

7. Deposit and Bad Checks. No deposit is required. **There will be a \$ 50.00 fee for all checks returned by the bank.** Init [REDACTED]

8. Cancellation. **KINDAS Amusement Source** will reschedule the event if weather calls for rain and/or any other unfavorable conditions. The Event Coordinator will have the opportunity to reschedule the event. Please listen to the weather channel to find out weather conditions for the day of the event. Init [REDACTED]

9. Liability and Indemnity. I, the undersigned, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **KINDAS Amusement Source** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **KINDAS Amusement Source** or anyone acting on behalf of **KINDAS Amusement Source** be required to incur attorney's fees and cost to enforce this agreement, I expressly agree to indemnify and hold **KINDAS Amusement Source** harmless for all such fees and cost. In the event I, the undersigned or any of my participants file a lawsuit against **KINDAS Amusement Source**, it is agreed to do so solely in the State of Georgia. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by **KINDAS Amusement Source** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **KINDAS Amusement Source** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. Init [REDACTED]

Event Coordinator will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with any and all loss of life, personal injury and/or damage to property, or for any other damages or liability, arising from or out of the renting, operation, occupancy or other use by Event Coordinator of the rented property or any part thereof or any other part of Lessor's property, whether or not such loss, injury and/or damage is occasioned wholly or in part by any act or omission of Event Coordinator, its agent, contractors or employees, or occasioned by persons using or operating the equipment or rented property at the express or implied invitation of the Event Coordinator. Init [REDACTED]

10. Utilities Charges and Fees. The Event Coordinator agrees that it shall pay any and all utilities charges and fees necessary for the operation, occupancy or other use of the rented property, including but not limited to, water, electricity, sewer, and natural gas, and Event Coordinator shall indemnify and hold Lessor harmless from any and all such charges or fees. Init [REDACTED]

11. Assignment. The Event Coordinator shall not assign its right or interests under this Equipment Rental Agreement, nor sublease the whole or any part of the rented property. Init [REDACTED]

12. Nuisance. The Event Coordinator shall be responsible and shall pay all damages and charges to any state or city government or any others for any nuisance made or suffered during the term of this Equipment Rental Agreement resulting from the operation, occupancy or other use of the rented property, and Event Coordinator shall indemnify and hold Lessor harmless from any and all damages and charges. Init [REDACTED]

13. Unlawful, Improper or Offensive Use; Compliance with Laws. The Event Coordinator shall not make nor allow to be made any unlawful, improper or offensive use of the rented property, and Event Coordinator shall comply with any and all federal, state, and local laws, rules, and regulations, associated with the operation, and all fines, costs, damages, penalties or otherwise, assessed as a result of Event Coordinator's failure to comply with any federal, state or local law, rule or regulation. Init [REDACTED]

The equipment shall be placed, erected and set up in a location and in a manner, which is deemed safe by Lessor, at Lessor's sole discretion. Lessor shall not be responsible for any claims, actions, damages, liability or expense occasioned by any misuse or improper use of the rented equipment Init [REDACTED]

14. No Warranties by Lessor. Lessor, not being the manufacturer of the rented property or equipment, nor the manufacturer's agent, makes no warranty or representation, either express or implied, as to the fitness, design or condition of, or as to the quality or capacity of the material, equipment, nor any warranty that the rented property or equipment will satisfy the requirement of any law, rule, specifications or contract which provides for specific machinery or operations, or special methods, it being agreed that all such risks, as between the lessor and the Event Coordinator are to be borne by the Event Coordinator at its sole risk and expense.

15. Liability for Damage to Equipment. Event Coordinator shall be responsible for and shall pay for any and all damage caused or occasioned wholly or in part by any act or omission of Event Coordinator, its agents, contractors or employees, or occasioned by persons using or operating the equipment or rented property at the express or implied invitation of the Event Coordinator unless Event Coordinator request Equipment Insurance. Init [redacted]
KINDAS Amusement Source shall not be liable for any damage, inconvenience, loss of use and enjoyment, or other loss, caused by any power outage, rain, or other acts of God. Init [redacted]

16. Event Coordinator will follow the instructions on the attached document or equipment from the beginning to the end. A set of Rules and Direction are either displayed on the inflatable equipment/unit(s) or have been provided to the undersigned which He or She agree to follow and utilize at all times during operation and use of the unit, plus I the undersigned will have myself or a designee of my own to protect, supervise, and watch the unit(s) and guests of mine from wrongfully using the unit(s) from setup to takedown or otherwise stated by **KINDAS Amusement Source** representatives. Init [redacted]

17. Equipment will not be used for profit without the concern of **KINDAS Amusement Source**. Init [redacted]

18. Event Coordinator understand that he or she must be present between 7:00 am for setup and until pick-up time which at sometimes can be the next day. Event Coordinator will be notified in advance for pick-up time. Init [redacted]

19. KINDAS Amusement Source only rents party equipment. We do not provide supervisors or attendants for your event. Every unit is rented independently. If you require an attendant **KINDAS** can provide one for each unit at Lessee expense. Attendant will supervise one unit only. If more attendants are needed you will have to request them. Init [redacted]

20. If you request a costume, snack machine or any other item the supplies and person to wear costume is extra (i.e. tables, extension cords, ice, cooler.) **KINDAS Amusement Source** will not furnish anything extra unless agreed by both parties and printed down on agreement or proposal. **KINDAS will not be responsible for your "misunderstanding"**. You must read and understand for what you are paying for. Please follow attached instructions on what you will get if you request them. Init [redacted]

21. Event Coordinator understands that if they do not follow this agreement from beginning to finish they will forfeit all money (Event percentage) collected on the event (i.e. 1, 2, 3, 4, 5 above). The event will also be terminated. Init [redacted]

22. Lessee understand that the driver will not be back to pick up unit(s) until ending time. Make sure you plan accordingly to rental agreement. If you decide to end the party early you will still be responsible for unit(s) and stay in place until we arrive. If we have to go early and pick up an additional charge will apply. Charge will be \$50.00 or 20% of total rental equipment, whichever is more. Init [redacted]

23. I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Rental Agreement and Acknowledgement of Risk, that I understand its content and that I execute it freely and without duress of any kind and agree to the terms herein stated. Init [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this equipment Rental Agreement on the day and year written below.

Signature

BY: [redacted]
KINDAS Amusement Source

[redacted]
Event Coordinator
[redacted]
School, Church or Nonprofit Director

Date : [redacted]

Date : [redacted]