

Barker Family Entertainment

RENTAL AGREEMENT & GENERAL RELEASE

1) Identity of parties: For the purposes of this Rental Agreement and General Release "Agreement", "Lessor" shall mean Barker Family Entertainment its owners, officers, directors, shareholders, employees, sub-contractors and/or agents. "Customer" shall mean the person(s) or company listed in the "ORDERED BY" and/or "CUSTOMER NAME" boxes on the front side of this Agreement, as well as the person signing the Agreement (if different), and their agents and/or employees.

CUSTOMER NAME:Kalin Wilburn

DATE ORDERED: 19th February 2025

ORDERED BY: Kalin Wilburn

PHONE: OTHER PHONE: 419-744-5520

DELIVERY ADDRESS: 474 Portland Way North, Galion 44833

RENTAL PERIOD – DATE: 19th February 2025

START TIME:4:00PM

END TIME:6:00PM

RENTAL EQUIPMENT: Castle, AR 55, Batter Up Hitting Cage, Bungee Run

You will need to have one adult per piece of equipment to supervise. The Obstacle Course requires two adults.

FULL REPLACEMENT VALUE: \$1,330.00

RENTAL FEE: \$150.00

Discount :

TOTAL: \$1,480.00

PAYMENT RECEIVED:

BALANCE DUE: \$1,480.00

NOTE: Delivery and pick-up times are approximate. Driver may arrive as early as 1 hour before the "APPROX. START TIME" or as late as 11PM to pick up the equipment.

Customer is responsible for all the equipment until it is picked up by our driver. Unless otherwise advised, the same driver will return for unit. If not, call office immediately!

2) Safety/Operating Instructions: In addition to the information set forth in this Agreement, Customer acknowledges that there are safety and operating instructions on the Rental Equipment (Equipment) delivered and agrees to read those instructions and operate the Equipment, or allow the Equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that Lessor has not agreed to nor have they provided any operators with this Equipment, and that Customer is solely responsible for the correct and safe operation of this Equipment. Customer understands that children's safety depends upon Customer providing adult supervision AT ALL TIMES to assure correct operation of and the use of the Equipment. Customer further agrees to keep all Equipment away from swimming pool(s) and Customer understands and agrees that they will not operate any electrical equipment near water. By entering into this Agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this Equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe

operation and installation and use of all Equipment, and to assume any and all risk of injury or damage. In particular, Customer will not permit the Equipment to be operated by anyone who is not fully qualified and who has not received instruction from Customer on the safe operation and use of the Equipment, nor shall Customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation

3) General Release/Indemnity/Hold Harmless: Customer will take all necessary precautions regarding the Equipment, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation, installation and use of the Equipment, and are fully responsible for its safe operation and installation as well as the return of the Equipment in good working order. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Equipment, or to any claims by any other person(s) injured by or on account of the Equipment, while the Equipment is in the possession of the Customer. Customer agrees to defend, indemnify and hold harmless Lessor from and against any and all liability, claims, judgments, attorneys fees, and costs of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, whether or not such claimant is known or unknown to Customer, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Equipment, however caused, but with such claim arising while such injury or damage occurred while such Equipment is in the actual or constructive possession of Customer. These General Release, Indemnity and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, sub-contractors, drivers or installers.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE BACK SIDE, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORISED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY

TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer Signature:

Date:

LESSOR: Barker Family Entertainment

Print Name: Kalin Wilburn

THIS IS YOUR RENTAL AGREEMENT. READ BOTH SIDES BEFORE SIGNING

ADDITIONAL TERMS AND CONDITIONS

In consideration of renting the Equipment described on the front side of this Agreement and in addition to all of the Terms And Condition set forth on the front side of this Agreement, the parties do further agree as follows:

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Lessor certain Equipment described on the front side of this Agreement. The RENTAL FEE set forth is payable, in full, in advance, and the RENTAL PERIOD shall be that listed on the front side of this Agreement, but all of Customer's obligations arising under the Terms And Conditions of this Agreement shall run from actual delivery of the Equipment to the actual pickup of the Equipment by Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibit safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or other causes.

5. Delivery: Lessor shall deliver the Equipment to the street address ("Delivery Address") specified by the Customer as listed on the front side of this Agreement. Customer grants to Lessor the right to enter the property at the said Delivery Address for delivery, and required set up, if any, and for subsequent pickup of the Equipment and any associated Equipment or packing materials at the Approximate Start Time and Approximate End Time.

6. Receipt/Inspection of Equipment: Customer rents the Equipment on an "as is" basis. Customer acknowledges that Customer will inspect the Equipment and the installation of the Equipment prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such Equipment will not be used if Customer finds that it is not suitable for Customer's needs. Customer will acknowledge receipt of all Equipment listed in this Agreement, and that they are in good working order at the time of deliver

7. Possession/Title: Customers right to possession of the Equipment begins upon the time being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession, or failure to permit the pick up of the item(s) at or after the end of the Rental Period specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the Full Replacement Value for such Equipment as listed on the front side of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the Equipment is and shall remain in Lessor. Customer agrees to keep the Equipment in his/her/their custody and control from the time of Lessor's delivery of the Equipment, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If Equipment is not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said Equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless for any and all claims and costs arising from such retaking and/or levy. If Equipment is levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately

8. Care of the Equipment: Customer shall be responsible for any and all damage to any of the Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment. Customer shall be liable to Lessor for any and all damage which is not "ordinary wear and tear" in an amount equal to the actual repair cost or the total replacement value listed on the front of this Agreement, whichever is less. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of Equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 10), mud, clay, or other material

9. Equipment Problems: Should any Equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment. In particular, if the equipment is the type in which riders are "Inside" the unit (such as a MOONWALK, INFLATABLE SLIDE or INFLATABLE FUN-HOUSE), and the Equipment begins to deflate, customer will immediately have the riders exit the Equipment and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the electrical outlet to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the Equipment for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reinflate the Equipment prior to permitting anyone to use the unit; 4) If you cannot correct the problem, refer to the Operator Manual provided with the Equipment or call our office during normal business hours or the "On Call" technician's cell phone, which will be provided to you at the time of delivery of the Equipmen

10. Specific Rules and Instructions for the MOONWALK Unit: The following rules and warnings must be obeyed in the use of the MOONWALK unit: 1) All safety and operating instructions contained on the Bounce must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES!; c) No silly string is permitted to come in contact with the inside or outside of the MOONWALK, this causes irreparable damage to the MOONWALK, and Customer acknowledges that if the MOONWALK is damaged by "Silly String", then a \$1,000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer, D) WARNING – extra caution and supervision are required for children ages three (3) and under; E) WARNING – Individuals with head, neck, back, or other musculo-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time; G) Do not move the MOONWALK from the location where set-up; H) If the MOONWALK unit moves, pull corner(s) back to their original location(s) and resecure. For other questions regarding the safe installation of Equipment, please refer to

the operator manual provided with the Equipment at the time of delivery. l) Do not let the MOONWALK unit rub up against any surface.

11. Limited Warranty: Lessor warrants that the Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All Equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the Equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the Equipment is fit for Customer's particular intended use, or that it is free of latent defects. Lessor shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the Equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.

12. Compliance with Laws: Customer agrees not to use or allow anyone to use the Equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws,

ordinances and/or regulations which may apply to the use of the Equipment during the Rental Period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the Equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any/all permits and/or licenses from the appropriate government agencies prior to use.

13. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

14. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, agree to be bound by all the terms & conditions on both sides, that they understand its content and that they execute it freely, intelligently and without duress of any kind.

15. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from the Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

16. Entire Agreement: This Agreement constitutes the full Agreement between Lessor and Customer. Any prior Agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. The receipt of the Equipment that is the subject of this Agreement and the fact that is in good working order is acknowledged by Customer.

17. OVERNIGHT RENTALS: Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight. Kalin Wilburn

Participant's Signature X Kenn D. Kimmel Date X 1/15/25

Participant's Printed Name X Kalin Wilburn, Kenn D. Kimmel, Sup

Booking ID: 2148

<qowt-section named-flow="FLOW-2" qowt-eid="E136"></qowt-section>

Your booking reference is **2148**

Customer Details

Name: Kalin Wilburn

Phone: 419-744-5520

Email: wilburn.kalin@moesc.net

Date & Times

Date: 19 Feb 2025

Delivery Time: 4:00pm

Pick Up Time: 6:00pm

Date Booked: 14 Jan 2025

Customer Address

474 Portland Way North

Galion 44833

Delivery Address

474 Portland Way North

Galion 44833

Additional Info

Hire Occasion:

Not Given

Heard About Us:

Accessibility:

Through a building

Location / Surface:

Indoors on Hard Surface

Product Details

[Castle](#)

[AR 55](#)

[Batter Up Hitting Cage](#)

[Bungee Run](#)

Product Price:

\$1,330.00

Delivery:

\$150.00

Net Total:

\$1,480.00