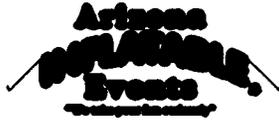


ORIGINAL



C-11213
10/11/2016

Release and Assumption of Risks

Assumption of Risks The Lessee understands and acknowledge that the activity to be engaged in through the rental of interactive amusement game(s) and/or other amusement equipment such as jump houses and rides, brings with it both known and unanticipated risks to its guests, its invitees and itself. Those risks include, but are not limited to falling, slipping, crashing and colliding which could result in injury, illness, disease, emotional distress, death and/or property damage to Lessee or their guests, invited and uninvited.

Liability Release The lessee voluntarily release, indemnifies and agrees to hold harmless and discharge Arizona Inflatables Events LLC. and Arizona Extreme Events (hereinafter collectively referred to as "Lessor"), from any and all liability, claims, demands actions or rights of actions, whether personal to itself or to a third party which are related to, arise out of or are in any way connected with the rental or use of the interactive inflatable unit including those allegedly attributable to negligent acts or omissions. The Lessee agrees to reimburse any reasonable attorney fees and costs that may be incurred by Lessor in the defense of any such liability claim, demand, action or cause of action.

The lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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 used, or else lessee agrees to bear the costs of defense and liability of any such injury or damage.

Rules Lessee agrees to supervise both the equipment and its use at all-times while said equipment is in the possession of the lessee. Accompanying this contract is a set of directions for use and safety rules that Lessee agrees to follow and utilize at all times during the operation and use of the Lessor's unit. Lessee agrees not to allow any individual over the age of 13 to use the unit unless unit is designed for use by adults.

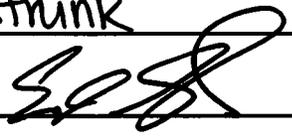
TERMS AND CONDITIONS/WARRANTY

By accepting delivery of the units, Lessee agrees to all terms and conditions shown on this rental contract. Lessee Acknowledges that he/she has received in good order all rented units and other goods listed on the contract. Lessee assumes full responsibility for all rented units, including their safe and proper use, operation, maintenance, and return to Lessor. Lessee is responsible for all loss, damage, and repair.

The Lessee acknowledge and certifies that he/she has had sufficient opportunity to read this entire document, and understands its content and that it was executed freely, intelligently and without duress of any kind and agree to be bound by its terms.

Lessee Name (Company or Organization): City of Glendale

Lessee Print Erik Strunk Date _____

Lessee Signature  10.11.16



Only items on customer's order apply in this agreement: Some items in this agreement may not pertain to every customer.

Equipment, Rent and Term of Rental Agreement: The undersigned, as Lessee, hires from Arizona Inflatables Events LLC and or Arizona Extreme Events hereafter called Event Company, as Lessor.

Definition of Residential: Single family home, rental items to be set either in the front yard, back yard or inside. This does not include green belts or neighborhood parks.

Residential Delivery policy:

- Lessee grants Lessor the right to enter the property at the said street address (delivery address) for the delivery and subsequently pick up of the Event Company unit.
- Event Company will arrive anytime **between** 7:00 AM (sometimes 6:30 but rarely) and 30 minutes before your party starts and will pick up the inflatable sometime **after** the scheduled time of pick up.
- Lessee is responsible for the safety of the item(s) while in lessee's possession.
- Lessee will receive a call and or email a day or two before the reservation with an hour block when the AZIE driver will arrive.

Residential Cancellation Policy

- Cancellation between order date & 14 days prior to the event date there is no additional charge, deposit will be held as a credit on your account for 9 months (no refunds will be given)
- Cancellation between 4 to 13 days prior to event date all orders paid in full the amount charged is held as a credit on the account for 12 months (no refunds will be given)
- Cancellation between 1 to 3 days prior to event date all orders paid in full will have 50% of the amount held as a credit on your account for 12 months (no refunds will be given)
- Cancellation after 5pm the day before the event will be charged 100% of the total order and no credit will be given. (no refunds will be given)
- All cancellations must be received in writing. You will receive a written confirmation of your cancellation.
- Credit is non-transferable. Orders not paid in full will forfeit deposit. All credit is good for 9 months of the original event date. New order must be equal to the original order amount or higher, discounts may not convey to new order.

Weather Policy:

- Weather Cancellation/reschedule does not apply for orders that are cancelled before 5 days prior to the event date
 - If your event is on Saturday, you cannot claim weather policy until the Monday before your order.
 - Weather policy according to NOAA.gov
 - Must be 40% or higher for rain
 - Temperature does not apply to weather policy
- Weather Cancellation/reschedule before 5:00 pm the day before event date.
 - Rescheduling within 60 days = 100% of funds paid will apply to new order
 - Cancellation = 75% of funds paid will be held as a credit for 12 month
- Weather Cancellation/reschedule for cancellation after 5 pm the day before event date.
 - 50% of your order amount can be used as a credit for 12 months (order must be paid in full)
- If Event Company deems it unsafe to set up (high winds above 15-20 mph, lightning, etc.)
 - 100% of funds paid will be held as a credit for 12 months.
- Credit is non-transferable, good for 1 year of the original event date. New order must be equal to the original order amount or higher, discounts may not convey to new order.
- Day of Weather Policy:
 - Event Company has no control of the weather and are not meteorologist. Lessee should do their own research and make a decision based on their own knowledge.
 - Event Company is a Rain or Shine company (unless deemed unsafe)
 - Once the driver shows up at the warehouse, usually by 5:00 am, there will be no credit, rain check or refund given.
 - Inflatable items are dangerous in high winds and rain. If winds exceed 15 -20 MPH, do not use the inflatable.
 - If the item should get rained on, completely dry the play surface prior to letting the children resume play.
 - If a storm should affect the party, please follow these directions:
 - Have children exit immediately

- Deflate the inflatable (Make sure that the inflatable deflates on itself and not onto fences, trees or other surrounding items)
- Leave the inflatable up unless high winds or lightning are present

Payment & Deposit

- 25% deposit is required on all orders when order is placed
- Payment is due on or before the time of set up or items may not be set up.
- Credit card payments will be charged the Wednesday before the event date
- Payment methods accepted
 - Credit card (no Amex) or Cash at the time of set up (driver cannot take a check or charge a card)
- If you need to change your form of payment you must call the office no later than 5 pm on the Tuesday prior to the event
- Financial Guarantee: By signing this contract lessee authorizes Event Company to charge the credit card for any fees or damages that may occur while in lessee's possession as a result of this reservation.

Set up procedures:

- Knowing your area
 - Lessee is responsible to measure their area, if item does not fit lessee is responsible for all rental fees.
 - Lessee responsible for verifying set up surface with office, failure to do so will result in additional charges or cancelation with no refund.
 - Animal waste that has been left in the yard will result in cancelation with no refund
- Stake set up (unless otherwise noted this is the preferred set up)
 - Please be aware Event Company will use stakes to secure the inflatable and other rental items (unless stated on lessee's order). Event Company and its delivery personnel are not responsible for any broken water, power, communication or gas lines. It is the lessee's responsibility to know where the lines are and notify Event Company personnel prior to set up.
- Sand bag or water barrel set up available at additional charge
 - Sand bags and water barrels will reduce the wind tolerance of item.

Other rental items

- Water items
 - Water items require a standard hose (hoses can be provided at additional cost)
- Concession & fun machine
 - Lessee is responsible for returning all items associated with these machines (bottles, scoops, etc.) or fees apply
- Tables & Chair
 - The delivery personnel will transport the tables and chairs up to 75 feet from delivery vehicle.
 - Lessee is responsible for the set up and tear down of the tables and chairs and returning them to the same location as they were delivered. Failure to stack and return to designated location will result in \$1 fee for teardown of each item.
 - Cleaning Fee: \$1 per chair/table cleaning fee for any item not returned clean.

General Rules & Safety Guidelines:

- Customer is responsible for reading and following all information on equipment, written guidelines or any verbal instructions.
- Children's safety depends on you; your dedicated supervision is absolutely required. As the Lessee of the rental unit, the safety of all participants is your responsibility. **Do NOT** treat equipment as an "INFLATABLE BABYSITTER" and never leave children unattended.
- **No standing or jumping on the step:** The front entry step is designed to aid the children in a safe entry and exit of the unit.
- To avoid neck and back injuries no flips or rough play allowed
- Remove all shoes, sharp objects, glasses & Jewelry
- Excessive clean up fee of \$50 per hour for Food, Gum, Candy, Drinks, sand, mud etc.
- You must use the inflatable the way it is intended to be used
- Lessee agrees to follow all rules written and verbal
- No participant should be allowed to play on any inflatable or ride if they have a cast, brace or splint.
- **No Silly String** (a minimum of a \$500 fee)
- **No water on dry inflatable** (a minimum of a \$200 fee) **(TURN OFF SPRINKLERS)**

Name: ENK STUNK

Signature:  10.11.16

ADDENDUM

The City of Glendale, Arizona ("City") and Arizona Inflation Events ("Contractor") further agree as follows:

I. Conflicts. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

II. Lack of Appropriations. Nothing in this Agreement guarantees that some or all of the funds necessary to comply with all of the City's obligations under this Agreement will be appropriated or otherwise be available. The City agrees to seek such appropriations in good faith from the City Council, and agrees not to use the lack of appropriation as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, the City may unilaterally terminate this Agreement after providing thirty (30) days written notice. In the event the City provides such notice, the City will not be entitled to a refund or offset of any amounts previously paid, but will not pay any amounts that become due after providing such notice.

III. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

IV. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

V. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

VI. Non Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-

contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

VII. Governing Law and Venue. This Agreement and Addendum shall be governed by and enforced using the law of the State of Arizona. The parties agree that any judicial action brought to enforce the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.

VIII. Addendum and Agreement Conflict. In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum shall prevail.

CITY OF GLENDALE:

CONTRACTOR:


10.11.16
By: Erik Strunk
Its: Director


By: Kathwren Burchfield
Its: Office Manager

Date

10/15/16

Date

ATTEST:


Julie K. Bower
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney