

**Custom Event Package**

Invoice #060920 Ridgecrest Intermediate School

Name: Ridgecrest Intermediate School

Address: 28915 Northbay Road

Rancho Palos Verdes, CA 90275

Contact Name: Danny Barbara

Phone Number: 310.544.2747

Email Address: barbarad@pvpusd.net





Event Date: Tuesday, June 9, 2020

Event Start and End Time: 11:00 am to 2:30 pm

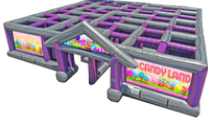
Setup Surface: Grass

Estimated Delivery Window: Around 8:00 am

Event Producer: Josh

QTY	Item and Description
1	<b>Deluxe Carnival Game Booth 3-in-1</b> Includes 3 popular classic themed games: Ring Toss, Milk Bottle Throw, and Ferris Wheel Toss. *3 Attendants Required 
1	<b>Ultimate Carnival Game Booth 5-in-1</b> *5 Attendants Required 
1	<b>Jacob's Ladder Interactive</b> *1 Attendant Required 
1	<b>Human Pretzel Inflatable Game</b> *1 Attendant Required 



1	Inflatable Candyland Maze Experience *2 Attendants Required 
1	Generator Power Package
1	Trucking, Delivery, and Setup

**Total Package Price    \$2,849.00****Approval of Package Items and Details**

I have reviewed and approve the package details. All packages are based on availability at time of signed invoice and a 50% deposit. Final payment is due 7 days prior to event date. Entertainment and attractions are non-refundable.

**INITIALS** \_\_\_\_\_**Attendants Required for this Package: 12**

See description of each item for amount of attendants required. Client agrees to provide dedicated adult attendants for each attraction noted above. Attractions must never be left unattended. Client understands they are responsible to verify the attractions continuously have the appropriate dedicated supervision at all times while equipment is on site. Client accepts all risk and responsibility therein and agrees to hold company harmless of any and all liabilities involving use of the equipment, including attendant or participant injury.

**I agree and understand the attendant supervision requirements INITIALS** \_\_\_\_\_**M&J Paul Enterprises Inc. DBA Jolly Jumps Rental Agreement**

You are agreeing to all terms and conditions herein, and you acknowledge that all questions have been answered to your full satisfaction and understanding. This Agreement (18 sections below) is entered into by M & J Paul Enterprises, Inc. "Company" who is providing rental equipment, services, items and entertainment to "Client" listed on contract at the top of the page above.

**1. Adult Supervision Agreement**

If Company is not supplying attendants, adult supervision is required at all times. Each item should have a minimum of 1 adult (slides, obstacles, and interactives require 2+ adults). If client declines to purchase the appropriate amount attendant supervision from company on every item It is the client's responsibility to make sure the appropriate amount of adult



supervision for each item is in place and that the item is never unsupervised. Supervision must ensure safe use is always enforced and all safety rules that are listed in this contract and posted on each attraction. Client agrees to provide above listed attendants to supervision and enforce posted rules and rules described in this contract.

## **2. Payment and Cancellation**

All payments must be made prior to setup. Client agrees that a request for information is nothing more than a quote and without a deposit a quote can be cancelled or altered by the client or the company at any time. The client agrees: (a) all deposits are nonrefundable; (b) altering or changing rental orders must be completed by 10:00am the day before the event, or 10:00am Friday if the event is for a Sunday or for the following Monday. (c) Altering the Rental Order will not change the Agreement or will it alter any part of the Terms and Conditions. The client agrees to the agreement regardless of changes to the rental order. This includes but is not limited to, fixing or updating dates, times, notes, equipment ordered, payments, discounts, travel changing, insurance requirements or any fees required for the event. The client agrees and acknowledges that cancelling an order will result in the forfeiting of all deposits not to exceed 25% of the rental amounts unless otherwise agreed upon by the company. Client agrees to be bound by this agreement regardless of cancellation or refusal of services. Company is not responsible for bad weather; disruption of electrical service and/or unfavorable conditions that may arise. No charges or fees will be reimbursed as a result.

## **3. Inclement Weather or Acts of God**

If the Client requests cancellation due to substantial inclement weather or acts of God, such as flooding, windstorm and earthquake, the Company will make reasonable efforts to reschedule the Event. Written notification of such requests by Client must be received by the Company at its office not less than one (1) day prior to the Event. If the parties mutually agree prior to the Event to cancel and reschedule the Event, any deposits received from Client will be applied to the contract price for the rescheduled Event. If Company, after reasonable efforts, is not able to reschedule the Event within the same calendar year as the originally scheduled Event, the Company will retain the deposits received from Client as its full fee and neither party shall have any further obligations to the other under this agreement. The final decision as to whether the cancellation of an Event should be held due to inclement weather or acts of God shall be at the sole discretion of the Company which discretion, however, shall be reasonably applied. Certain items which can be moved indoors during inclement weather are non-refundable. This includes Entertainment (Clowns, Characters, Game Master, Balloon Artists, Face Painters, etc.) Laser Tag and DJ's.

## **4. Insurance**

Company will provide comprehensive general liability insurance and property damage in the total amount of Three Million Dollars (\$3,000,000.00). Company will provide proof of insurance upon request for no additional charge. At the request of client,



the company can also provide additional insurance coverage and can name the company - refer to the fee scheduled below for specific items and additional costs.

- Named as additional insured (for each one needed) \$100.00
- Named on the endorsement (for each one needed) \$150.00
- Primary Non-Contributory \$250.00
- Waiver of Subrogation \$250.00
- Accident Medical \$250.00

Company will also provide Commercial Auto and Workers Compensation insurance. Proof of this insurance can be provided at no additional charge. Refer to the fee schedule above for pricing on any other request for Commercial Auto and Workers Compensation. These requests and costs must be made separately to liability insurance.

Company will not be required to obtain any additional insurance for the Event. Company shall not be liable for any damage to any property or injury to any persons attending the Event if such injury to property or property damage occurs in connection with such persons participation in any attractions, games, without limitation including inflatables, Rock Climbing Wall, Bungee Trampoline, Trackless Train, and other such activities, whether or not such injury or damage occurs in connection with an Event supervised by Company or which occurs during or after an Event or whether occurring on or off the premises where the Event is held or which is not covered by the insurance provided by the Company and whether such damage or injury is due to the type of extent of the damages or injuries which occurs or results from that inflicted by one person upon another or caused by the negligent acts of any person present. Any injuries, damages or losses must be reported by any person to Company on the day of the Event or as soon as practicable and failure to report promptly such injury, damage or loss in writing may result in a waiver of insurance coverage. Failure to report on the day of the Event may require additional evidence to prove the injury, damage, or loss occurred at the Event.

#### **5. Hold Harmless and Indemnification**

Client shall hold harmless and indemnify company and its directors, officers, and employees, and agents from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or relate to (1) death or bodily injury or (2) loss of or damage to real property resulting from any and all use of the equipment. Company cannot be held liable for injuries that are a result from of an act of God, nature, or other conditions beyond its control or knowledge.

#### **6. Electrical Requirements**

The client agrees to provide one electrical outlet rated at 115 volts with 20 amps capacity per motor unit within 50 feet of each blower or item. Cotton Candy machine and Popcorn Machine require a direct connection to outlet (no extension cords). For most items we provide a heavy duty extension cords, however we are not able to plug together multiple extension cords due to



voltage drop. If the blower stops or the air pressure is low, remove all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Client is subject to an additional charge of \$50.00 for all service calls due to circuit breaker

## **7. Permitted Use**

The client warrants: (a) prior to the use of any equipment the client has or will inspect equipment to confirm that equipment is in a safe condition and suitable for clients intended use; (b) client agrees any person at the delivery address is authorized to accept delivery and instruct placement of equipment. Client agrees that accepting equipment includes indication of where the equipment will be placed for the intended use; (c) the client agrees to immediately notify company if the equipment is lost, damaged, vandalized, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if an incident occurs. (d) Client agrees that the company is not responsible to provide an operator unless company makes a specific attendant/supervision agreement in writing. Client agrees that the equipment leased is for Client's own use and said equipment is not be loaned, sub-let or in any other manner disposed of by Client.

## **8. Acknowledgement for Risk of Property Damage**

Client grants company and its employees/contractors, rights to enter said property for the delivery/pickup of the rented equipment and accepts/acknowledges that damage to property can occur during delivery, setup, use, and removal of equipment. Client hereby releases M & J Paul Enterprises, Inc of any damage that may be sustained to the property to include, but not be limited to: damage to the inside or outside of the home, concrete curbs, steps, sidewalks, hardscape, fences, landscaping, sprinkler systems, grass, trees, bushes, lights, or any other item or property we may come into contact with. Client also accepts that M & J Paul Enterprises, Inc will not be liable for any damage to grass or water/sprinkler pipe damage when equipment is secured with stakes into ground.

## **9. Rules of Use**

- Never attempt to relocate, adjust or service a blower.
- Never use during high winds (20 mph), gusty winds, thunderstorms or lightening. Unit can turn over in high winds, even if anchored, and this could result in injuries to the users. Do not resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on unit itself.
- Before entering the unit, users must remove shoes, eyeglasses, belt buckles and any sharp objects.
- Never play, jump or enter a partially inflated/deflated unit.
- Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow number of riders and rules posted on the unit itself.



- Do not plug or unplug the motor repeatedly.
- Always have an adult present to supervise for safe use.
- Never allow the users to be unsupervised in or around the unit.
- Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Company.
- Do not allow horseplay on, in, or around the unit.
- Always follow the directions for use on the unit itself.
- Only children of the same age group are to play on the unit at the same time.

Units must be operated over smooth, compatible surface such as grass or hard top surface. There is an additional fee for rocks, dirt and weeds, sand, and surfaces that are deemed as potentially damaging to equipment. We reserve the right to refuse setup on any surface and setup in a different area if available. Unit cannot be moved by client after placed by the company. Unit **MUST BE** properly anchored prior to use. Company will anchor unit initially and the anchors **MUST NOT** be removed during period of use.

#### **10. Prohibited Items**

To ensure further safety at the Event, the following items shall not be brought to or near the premises during the Event:

- Pets
- Roller skates
- Skateboards
- Alcoholic beverages
- Controlled substances
- Fireworks
- Or any other items deemed by Company to be dangerous if brought to or near the event.

#### **11. Permits, Licenses & Insurances**

The client assumes all risk and full responsibility when acquiring permits, licenses and additional insurance. The client is responsible to acquire all permits and/or licenses if required by local ordinance. The company will provide proof of insurance upon client request. Insurance must be requested at least 30 days before event.

#### **12. Generator Malfunction**

If a generator is rented from M & J Paul Enterprises, Inc it may shut off or fail beyond our control. In the event of a generator malfunction as a result of the equipment and not the client, the client agrees to allow the company 1-hour time to troubleshoot,



repair or replace a malfunctioning generator. A prorated refund will be given based on pieces directly affected by the generator and rounded into 15-minute intervals. All other factors such as weather, crowd size, temperature, potential loss of income, emotional distress, disappointment, etc. shall not be a factor in determining or calculating an adjustment.

### **13. General Equipment Malfunction**

In the event of an equipment malfunction as a result of the equipment and not the client, the client agrees to allow the company 1-hour time to troubleshoot, repair or replace malfunctioning equipment. If more than 1-hour is required a prorated refund will be given based on pieces directly affected and rounded into 15-minute intervals. All other factors such as weather, failure to provide adequate power, crowd size, temperature, potential loss of income, emotional distress, disappointment, etc. shall not be a factor in determining or calculating an adjustment.

### **14. Failure to Provide Equipment Ordered**

The client acknowledges that unexpected incidents can delay or prohibit the arrival of equipment. The company will do as much as possible within reason to provide equipment ordered. The client agrees that: (a) the Company has the right to substitute similar equipment of equal or greater value at any time up to the end of the event; (b) the company has the right to charge the entire amount of the original equipment for the substituted equipment. The client agrees to accept any substitute as long as the original idea of the equipment was maintained and the value of the equipment remained the same or became greater. If equipment cannot be substituted the amount of the rental of that specific item including the deposit shall be returned to the client. The client agrees that should equipment not be provided as was agreed upon in this agreement; the client will hold the company harmless, and will agree to receive in compensation only the original amounts paid by the client for the equipment. Client agrees not to pursue further legal action or recourse against the company.

### **15. Delivery and Operational Difficulties**

The client acknowledges and understands that many of the attractions rented from the Company may present delivery and/or operational difficulty. The client agrees; (a) to make all information concerning an events delivery methods or circumstances, including making the company aware of obstacles such as stairs, ramps, sidewalks, distances over (100) one hundred feet from a vehicle, backyard deliveries, gate restrictions, pathway obstructions or narrow pathways, animal issues, deliveries on to decks, terraces, sand, or inside of a building, available to the company before confirmation of rental price can be assessed. It is the client's responsibility to ensure the area for setup and pathway for delivery is firm, dry, and has acceptable access.

***Estimated Arrival*** We do not guarantee our exact arrival time. We may ask for earliest time to arrive because our goal is to have the equipment setup by the reservation time that is specified on the order. We may arrive at any time prior to the reservation start time to begin our setup.

***Equipment Pickup Time*** We may arrive up to begin the removal equipment up to 4 hours after the time specified on the



contract/invoice has ended. We will not arrive before this time. If your reservation end time is scheduled for after 6pm – we may without notice leave equipment until the following day. If your venue requires removal by a specified time, a guaranteed pickup time must be arranged. Fees may apply.

#### **16. Damage to Equipment**

ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time. Silly string will cause permanent damage to the unit and client will be responsible for the full replacement value of the rented unit and/or assessed a \$250.00 cleaning fee if the unit is determined not to be permanently damaged. If client operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Client agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Client further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause. Client agrees that if item is damaged resulting from any negligent act that client will reimburse company full price to fix the damage and/or full replacement value of the rented items.

#### **17. Disclaimer of Warranties**

Company makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment.

#### **18. Breach of Contract**

In the event that the client breaches any of the terms of this lease, that client will pay for all consequential damages and further reimburse Company for all costs incurred in enforcing the terms of the lease. If company determines, within its own discretion, that the client has failed, in any way, to observe or comply with the conditions of this agreement, Company may exercise any of the following remedies: termination of this agreement; re-enter property and retake the equipment; declare any outstanding payments or charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law.

By signing my name on this contract I, being the client, contact person, client representative, or other individual assuming the role of client, acknowledge that I have completely read and understand this contract and any and all accompanied addendum(s). I understand that I am solely responsible for adhering to the terms set forth by this rental contract agreement and any and all accompanied addendum(s)

PRINTED NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_