



The Fun Ones

3755 Swenson Ave, St. Charles , IL 60174
 Phone: (630) 495-3200 Fax: (630) 544-2833 Emergency: (630)708-8593
 Website: www.thefunones.com Email: fun@thefunones.com

ORDER #: 76974	Public Community Park Black, Heather	Heather (815)739-7739	Doug (630)452-6775
BILL TO: Cortland Community Park 70 S Llanos St., Cortland, IL 60112	DATE ORDERED: Fri, Apr, 29, 2022	CONTACT EMAIL ADDRESS: hblack@cortlandlibrary.com	
DELIVER TO: Cortland Community Park 70 S Llanos St., Cortland, IL 60112	SALES PERSON: Cindy	FINAL PAYMENT METHOD: Check	INITIAL DATES:
Delivery	DELIVERY ARRIVAL WINDOW: Date: Sat, Aug, 06, 2022 Time: 7am-11:30am	EVENT START: Date: Sat, Aug, 06, 2022 Time: 12:30 pm	EVENT END: Date: Sat, Aug, 06, 2022 Time: 4:30 pm
		PICKUP ARRIVAL WINDOW: Date: Sat, Aug, 06, 2022 Time: 4:30pm-6:30pm	

Installation Notes:

Setup: Grass // Location: Gate behind Baseball Field - SEE SITEMAP // Obstacles: Drive on grass // Sprinklers: No

CALL HEATHER 815-739-7739 OR DOUG 630-452-6775

Qty	Description	Unit Price	Bill. Days	Total
*NOTES				
1	NOTE - Fuel Surcharge	\$23.00	1	\$23.00
1	NOTE - PUBLIC EVENT <i>Some items on this order require state certification from Illinois Department of Labor (IDOL).</i>	\$25.00	1	\$25.00
1	NOTE - Forest Preserve/Park <i>Customer to obtain any permits or permission needed for the use of the event space</i>	\$75.00	1	\$75.00
1	NOTE - WAREHOUSE - Grass Surface Setup	\$0.00	1	\$0.00
1	NOTE - Long Distance <i>Distance from where drivers have to park to where they are dropping off. Covers time and labor.</i>	\$25.00	1	\$25.00
1	NOTE - Customer Notes <i>Client must provide for equipment - Please check each line item for specific needs/size requirements. Client to also provide full supervision for all equipment. Please cover blowers in the event of rain.</i>	\$0.00	1	\$0.00
1	NOTE - TOW - Early Saturday 6AM-11AM	\$0.00	1	\$0.00
1	NOTE - Early Delivery/Pickup - Saturday 6AM-9AM	\$0.00	1	\$0.00
MIND WINDER SWING & ATTENDANTS & GENERATOR				
2	ATTENDANT - Travel <i>Covers attendant travel to and from event.</i>	\$90.00	1	\$180.00
2	ATTENDANT - Run Time = 12:30PM-4:30PM	\$0.00	1	\$0.00
1	CAR - Mind Winder Swing <i>EQUIPMENT IS STAFFED. Client will provide any additional gas needed for generator. Space required: 32'L x 32'W x 12'H. Additional PREPLANNED hourly rental is \$195 / ONSITE is \$295.</i>	\$1,595.00	1	\$1,595.00
1	POWER - GEN - 10Kw Gas Generator #02 <i>Supports (4) 20 amp circuits. Generator will run approximately 6-7 hours. Client is responsible for providing additional gas on site for refueling if needed for the duration of the event; including set up time.</i>	\$0.00	1	\$0.00
1	ATTENDANT - Weekend - Saturday <i>1 staff included</i>	\$0.00	1	\$0.00

MIND WINDER SWING & ATTENDANTS & GENERATOR

1	ATTENDANT - Weekend - Saturday \$175 for the first hour. \$45 for each additional hour up to 4 hours.	\$310.00	1	\$310.00
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TOXIC MELTDOWN & ATTENDANTS & GENERATOR

1	EXT - Toxic Meltdown - 8 Person *IDOL22 EQUIPMENT IS STAFFED. Item requires (2) separate 20 amp circuits of electricity within 80ft. Space required: 35'L x 35'W x 12'H. Additional PREPLANNED hourly rental is \$250 / ONSITE is \$350.	\$1,495.00	1	\$1,495.00
2	ATTENDANT - Run Time = 12:30PM-4:30PM	\$0.00	1	\$0.00
2	ATTENDANT - Travel Covers attendant travel to and from event.	\$90.00	1	\$180.00
1	ATTENDANT - Weekend - Saturday 1 staff included	\$0.00	1	\$0.00
1	POWER - GEN - 6.5Kw Gas Generator #04 Supports (2) 20 amp circuits. Generator will run approximately 4-5 hours. Client is responsible for providing additional gas on site for refueling if needed for the duration of the event; including set up time.	\$125.00	1	\$125.00
1	ATTENDANT - Weekend - Saturday \$175 for the first hour. \$45 for each additional hour up to 4 hours.	\$310.00	1	\$310.00
1	NOTE - Liability Waiver Required Only a child's parents/legal guardian can sign the waiver for their child. Client agrees & accepts all liability for any injuries where this liability signature stipulation is violated. The Fun Ones is not responsible verifying child/parent relationships.	\$0.00	1	\$0.00

-75.00
NO Permit
fee

Item Subtotal: \$4,343.00**Delivery Fee: \$230.00****TOTAL: \$4,573.00****Amount Paid: \$0.00****Balance Due: \$4,573.00****Customer Notes:**

Client must be on site for arrival.

Client will provide supervision.

Client will place blower under cover.

Only a child's parents/legal guardian can sign the waiver for their child. Client agrees & accepts all liability for any injuries where this liability signature stipulation is violated. The Fun Ones is not responsible verifying child/parent relationships.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON ALL PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED 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.

TIPS APPRECIATED

Customer Signature _____

Date _____

Lessee agrees to be bound by the terms and conditions of this agreement.

TERMS AND CONDITIONS

***NOTE: Driver pick-up time is approximate. Driver may arrive as early as the "end time" of the event or as late as 11 pm to pick up the equipment. Customer is responsible for all equipment until it is picked up by our driver.**

1. General Release/Indemnity/Hold Harmless: 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. Customer shall defend, indemnify, and hold The Fun Ones/Lessor harmless against any and all liability, loss, expense, including but not limited to attorney's fees and court costs, or claims for injury or damages, arising out of the performance of this agreement; but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent acts or omissions of the customer, including its officials, agents, employees, volunteers, patrons, participants, and invites. In the event I, the undersigned or any of my participants file a lawsuit against The Fun Ones, it is agreed to do so solely in the State of Illinois. 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. I, the undersigned, acknowledge that there is safety and operating instructions on the equipment delivered and agree 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 if The Fun Ones has not agreed to nor have they provided any operators with this rented equipment, the customer is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment, especially the INFLATABLE Unit. 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. 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.

2. Safety: Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation and use of the Rental Equipment, and are fully responsible for its safe operation and installation if they picked up the unit as well as the return of the Rental 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 Rental Equipment if the Lessor has not provided operators, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor, and so long as Lessor advises Customer, in writing, after Customer requests, with the name and address of the supplier or any specific item, Customer specifically agrees to waive and release, Indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

3. Cancellation Policy: All reservations with THE FUN ONES require a NON-REFUNDABLE and NON-TRANSFERABLE deposit in advance of the event. The deposit amount will be applied to the total charges due. The deposit is 50% of the total. We do allow cancellations of outdoor equipment, scheduled for use outdoors only. Cancellations must happen between 8am and Noon the day prior to the start of the arrival window if the cancellation is due to inclement weather (greater than 50% chance of rain OR wind speeds higher than 15mph for inflates and 20mph for rides for the hours of the event based on www.weather.com <<http://www.weather.com>>). At that time, you will have the option to cancel your reservation without loss of your deposit. Cancellations can not be made via email, voicemail or fax. Should you cancel any time after Noon the day prior to the start of the arrival window you will be charged 50% of the full rental fee for the event. Should you cancel once the vehicle containing your order leaves the warehouse, you will be charged the full rental fee for the event. Rescheduling an event is allowed up to 1 to 3 weeks prior to your event. Deposit amounts can be used for rescheduling within 12 months of the original event date. Rescheduling less than 7 days before the delivery date will result in a rescheduling fee of the greater of \$50 or 10% of the equipment fees. THE FUN ONES will not be responsible for any occurrences of any type outside of THE FUN ONES physical control. No refunds, credits, or discounts will be issued for any occurrences outside of THE FUN ONES physical control resulting in any equipment or service not being able to be used or being cancelled or refused by the customer.

Initials

By initialing above I, the renter, understand and agree to abide by the cancellation policy stated above.

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the first page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the front side of this agreement, the parties do further agree as follows:

4. Identity of parties: For the purposes of this Rental Agreement, "Lessor" or "THE FUN ONES" shall mean THE FUN ONES, it's owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" boxes on the front side of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

5. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from THE FUN ONES, as Lessor, that certain equipment described on the front side of this Agreement. Lessee understands all pricing is cash pricing which includes payments of cash, check, ACH, and cashiers checks. A 3% convenience charge will be accessed to all credit card payments. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Rental Period" on the front side of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental 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 any other causes.

6. Delivery: Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of this Agreement. Customer grants to Lessor the right to enter the property at the said street address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Delivery is to ground floor only. Customer is responsible for moving equipment up and down any stairs. Cashiers Check, Money Order or Cash for the balance is due when the driver arrives to set-up the equipment. If the cashiers check/money order/cash is not ready when the driver arrives, the driver reserves the right to go to their next event and set up your event after they are done with all of their other deliveries, and no guarantees will be made that your equipment will be set up at the start of your event. Although Lessor will endeavor to minimize damage to lessee's lawn, plantings, sprinklers, underground utilities and premises generally (including power failures and other hazards), lessee assumes the risk and release's Lessor from liability for any such damages that may occur. Lessee shall advise Lessor as to the existence and location of any underground cables, sprinklers, pipes conduits, etc.. In the absence of such advice, Lessor can assume that no such underground obstructions exist and releases Lessor from any liability for such damage. **Electricity:** Lessee will provide readily accessible power outlets of sufficient capacity within 80 feet of installation to safely operate all electrical facilities proposed herein.

7. Receipt/Inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer will inspect the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs or any damage is found. Furthermore, the Customer agrees to contact the Lessor to report any damages prior to the end of their rental period.

8. Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession, or any 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 equipment 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 rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of the Lessor's delivery of the items, 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 rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items 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 from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately. For each

Cheryl 'Cookie' Aldis

From: Cheryl 'Cookie' Aldis
Sent: Thursday, June 9, 2022 8:21 AM
To: Cindy Vicari
Cc: 'hblack@cortlandlibrary.com'
Subject: RE: 76974

Thank you for checking. Yes, the town does require vendors to provide certificates of insurance showing the Town of Cortland as an additional insured. The event date in the town's park (Cortland Community Park (70-100 S Llanos St, Cortland, IL) is a known event/date. If you would forward the certificate of insurance to townclerk@cortlandil.org it would be greatly appreciated.

Cheryl "Cookie" Aldis
Town Clerk
Town of Cortland
59 S Somonauk Rd, PO Box 519
Cortland, IL 60112-0519
815-756-3030
townclerk@cortlandil.org

From: Cindy Vicari <cindy@thefunones.com>
Sent: Wednesday, June 8, 2022 2:58 PM
To: Cheryl 'Cookie' Aldis <townclerk@cortlandil.org>
Subject: 76974

Good afternoon Cheryl,

This email is regarding a festival at Cortland Community Park, hosted by Heather Black on Saturday August 6th, 2022. I am with one of the vendors for this event and park districts generally require a customer to request permission to use the space at their facility. This may require a permit or to be listed as additionally insured. Please let me know if either of these apply to your event. I hope you have a great rest of your week and hope to hear from you soon!

Kind Regards,

Cindy Vicari

Event Planner
[The Fun Ones](#) & [Big Tent Events](#)
3755 Swenson Ave. St. Charles, IL. 60174
Main: (630) 495-3200
Direct: (630) 315-5850
Emergency: (630) 708-8593