

SERVICE AGREEMENT

Four Seasons Amusements

412 W. Belden Avenue

Addison, IL 60101

www.FourSeasonsAmusements.com

(630) 628-9696, MariaS@FourSeasonsAmusements.com

Date: 1/13/23

FS POPLAR 5

Purchaser of Services:

Village of Poplar Grove

Attn: Katie Jaster, Cell #:

200 N. Hill Street

Poplar Grove, IL 61065

(815) 765.3201, kjaster@villageofpoplargo.com

Type of Entertainment:

1 State Fair Super Slide inc. **Attendant** \$2,695.00

1 Hour State Fair Super Slide Overtime 395.00

Trailer Delivery Charge 295.00

Performance Date:

Saturday, June 10, 2023

Performance Time:

2 pm TIL 7 pm

Performance Location:

Village of Poplar Grove

200 N. Hill Street

Poplar Grove, IL 61065

Directions: Take 90 West and Take the Belvidere-Genoa Rd exit, EXIT 25. Merge onto Genoa Rd/County Hwy-4 going North. Turn left onto Lawrenceville Rd. Turn right onto Poplar Grove Rd. Turn left onto W Park St. Take the 2nd right onto Hill St. 1hr 8min, 66.5 miles

Special Instructions:

- Four Seasons Amusements is not responsible for damage caused to grass by ground stakes, delivery vehicle, and/or ride trailer.

Total Price: \$3,385.00

Non-Refundable Deposit: \$1,692.50.....Payment Due By 3/1/23

Balance Due Day of Event Upon Setup: \$1,692.50

The purchaser whose signature appears on this service agreement shall remain responsible for payment. S/he has read and understands the terms of this contract and will forward questions and/or concerns to (630) 628-9696 prior to signing this agreement. Extraordinary or unusual circumstances shall not affect the amount due. Purchaser agrees (by signing this service agreement) that a 4.85% service fee will automatically be added to Invoices paid by Credit Card. **THIS SERVICE AGREEMENT IS NOT CANCELLABLE!!!! ALL PAYMENTS ARE NON-REFUNDABLE!!! NO RAIN DATES!! IF WE DO NOT RECEIVE THIS SERVICE AGREEMENT SIGNED WITH THE REQUIRED PAYMENT BY THE DATE BELOW, THIS SERVICE AGREEMENT WILL BE NULL AND VOID.**

SERVICE AGREEMENT RELEASE AND ASSUMPTION OF RISKS

ASSUMPTION OF RISKS: I understand and acknowledge that the activity to be engaged in through my rental of an interactive amusement game(s) and/or other amusement equipment brings with it both known and unanticipated risks to my guests, my invitees and myself. Those risks include but are not limited to falling, slipping, crashing and colliding and could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guests and invitees.

LIABILITY RELEASE: I voluntarily release, hold harmless and discharge Addison All Sports Company, Inc. dba Four Seasons Amusements (hereinafter referred to as "AASC"), from any and all liability, claims, demands actions or rights of actions, whether personal to me or a third party which are related to, arise out of or are in any way connected with my rental including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by AASC in the defense of any such liability claim, demand, action or right of action.

In the event that I file cause of action against AASC, I agree to do solely in the state of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this service agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests, or my invitees from the use of the unit I am renting or else I agree to bear the costs of such injury or damage myself.

RULES: Purchaser agrees to supervise both the equipment and its use at all time said equipment is in the possession of the purchaser.

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its content and that I execute it freely, intelligently and without duress of any kind and agree to be bound by its terms.

Please sign and return one copy of this service agreement by: 3/1/23

PURCHASER SIGNATURE _____ DATE _____

NAME (PLEASE PRINT) _____

THANK YOU FOR CHOOSING FOUR SEASONS AMUSEMENTS!!!
Celebrating Over 45 Years of Outstanding Service!!!
WE APPRECIATE YOUR REPEAT BUSINESS!!!