

**Contract #:** 100723TYRONEZIPkssZIP

**Contract** 8/9/23

**Date:**

**Client Name:** Town of Tyrone Recreation

**Contact Name:** Lynda Owens

**Cell#:**

**Phone#:** (770) 487-4694

**Address:** 145 Commerce Drive

**City:** Tyrone

**State :** GA

**Zip Code:** 30290

**Event Date:** 10/07/2023

**Event Time:** 12:30pm to 8:30pm

**Setup Date & Time:** 10/06/23 @ TBD

**Strike Time:** 10/07/2023 @ 8:00pm

**Event Location:** Shamrock Park, 947 Senoia Road; Tyrone, Georgia 30290

**Event Space:** as directed per layout

**Onsite Contact Name:** Lynda Owens

**Onsite Contact Number:** (770) 378-5491

**Amusement Masters Production, Inc. agrees to provide the following items for your event:**

Quantity	Product
1	Generators: Portable
1	Zippin' Zone with no slide with staff
1	Zoltar Fortune Teller

**Client is responsible for the following item as agreed upon by the signing of this document:**

Minimum order is required or additional travel fees may apply. Pricing is valid for up to 8.5 hours. All equipment is subject to availability at the time the contract is executed. Adequate truck/trailer access is required. Adequate load in/out access for equipment is also required. This includes, but is not limited to: no stairs, double door/gate access, and adequate sized elevator. Client is required to provide security and/or a secure area for equipment from time of set up through strike.

**Initials:**

**Date:**

## Rental Agreement

This Rental Agreement ("Agreement"), Contract Number 100723TYRONEZIPkssZIP is made by and between Amusement Masters Production, Inc., d.b.a. AMPI (hereinafter referred to as "Lessor") and Town of Tyrone Recreation, (hereafter referred to as "Lessee") on **8/9/2023**. Whereas, Lessor is engaged in the business of leasing interactive games, amusements, novelties and other such related items on a short term basis to customers for use at shows, events, and other exhibitions;

Whereas, Lessee wishes to rent from Lessor such items as interactive games, amusements, novelties and other such related items for use at a show, event or exhibition;

Therefore, it is mutually agreed as follows:

1. **LEASE:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the interactive game equipment and any other personal property of Amusement Masters, more particularly listed on the contract agreement. The Rental of the Equipment shall be in accordance with the terms and conditions of the original Sales Quote. The items of equipment listed on this contract agreement, together with any repairs, replacements, or other substitution of parts, are hereinafter referred to as "Equipment". This Agreement shall constitute a rental Agreement and shall be binding when duly executed by the parties, their successors, legal representatives and permitted assigns. Lessor herein reserves the right to utilize photographs, video recordings, audio or other media documentation of the event for purposes of its own marketing and the client herein expressly authorizes any such activities by the Lessor and/or its partners.
2. **ARTIST/PERFORMER SPECIFIC:** In the event of Artist's/Performer's inability to perform due to physical causes, sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any acts of any public authority or any other causes, similar or dissimilar, beyond Artist's control, there shall be no claim for damages by either party to this contract and Lessor will make best efforts to procure the services of a comparable Artist. No substitution will be made unless one of the above conditions exists, and the Lessee authorizes the substitution. In the event that comparable substitution cannot be made, alternative entertainment will be offered or the act will be rescheduled. Lessee agrees that no portion of Artist's performance shall be recorded, reproduced or transmitted during performance unless specific written approval has been granted.
3. **RENTAL:** The Lessee agrees to pay to the Lessor, or its duly authorized representative, the rental fee of **\$6,700.00** as listed on the invoice dated and referenced with the same contract # as this contract.
4. **RENTAL FEE:** A deposit in the amount of \$670.00 shall be due upon execution of this agreement and the balance of \$6,030.00 shall be due upon setup of event and rental items. All items listed on this agreement shall be paid in full by the event date listed on this contract. All deposits are nonrefundable. All credit cards are subject to a 3.5% non-cash transaction fee. Any discounts given on package prices become null and void if payment terms are not met as agreed upon by Lessee. Should discount become void due to default on payment terms, additional monies due will be paid with balance of any other monies due and payable to Lessor. Should lodging be required by Lessor, Lessee agrees to provide suitable and adequate housing for Lessor's staff. Should for some reason unrelated to Lessor, the Event is cut short or terminated early, no refunds will apply or be issued.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

5. **DELIVERY/SET-UP:** Lessor shall deliver and set-up the Equipment at the place designated by the Lessee (hereinafter referred to as the "Facility"). Lessee is solely responsible to insure that there is adequate access to the Facility. Specifically, Lessee shall insure that the Facility is adequately equipped with the necessary freight elevators, freight doors and dock high accommodations. There will be a special handling charge, in addition to the rental charged, in the event that the Facility's accommodations do not contain the necessary freight elevators, freight doors and/or loading docks. Lessee shall be liable for the full rental and handling charges should the Lessor not be able to make delivery of the Equipment should the Facility not have the required accommodations.
6. **SITE INSPECTION OPTION:** For an additional charge, Lessor shall inspect the facility to determine whether it has adequate accessibility and accommodations, and shall become responsible for the delivery, set-up and dismantling of the Equipment, and shall thereby release Lessee from its duties under Paragraph 4, entitled "DELIVERY/SET-UP".
7. **DUTIES OF LESSEE:** Lessee is responsible for arranging adequate power to operate Equipment and any drayage and/or union labor required at no cost to Lessor. These arrangements must be made directly with the Facility. All Equipment is supplied with standard three-prong grounded cords that extend no further than the base of the Equipment.
8. **RENTAL PERIOD:** Lessee acknowledges and agrees the rental period shall be for the specified time in accordance with the information listed this contract.
9. **REPLACEMENT OF MALFUNCTIONING / DAMAGED EQUIPMENT:** If the Equipment becomes unsafe or is in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor immediately, who will then replace the Equipment with similar Equipment in good working order, if available. Equipment that is damaged due to misuse and / or abuse by Lessee guests, employees, patrons during terms of agreement will be repaired / replaced at Lessee expense based on fair market value.
1. **INDEMNITY:** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, lessee's possession, use, operation or return of the Equipment. Lessor shall indemnify and hold Lessee harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, lessor's maintenance of installation of the Equipment.
2. **OWNERSHIP:** The Equipment is and shall at all times be and remain the sole and exclusive property of Lessor and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in the Agreement.
3. **MISCELLANEOUS:** The Agreement shall be governed by the laws of the State of Georgia. Time is of the essence of this Agreement. This writing constitutes the entire Agreement between the parties and may not be changed or modified except by a writing signed by each of the parties. This Agreement shall be binding upon and shall insure to the benefits of, and be enforceable by, the respective heirs, transferees, successors, and assigns of the parties hereto. The Lessee shall not assign this Agreement

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

without prior written consent of the Lessor. Lessor will add Lessee as additional insured on Lessor's insurance if requested.

4. **WEATHER:** If an event is cancelled due to weather conditions (or potential weather conditions) by Lessor's representative or by the Lessee of the equipment 48 hours prior to delivery time, the date can be rescheduled within 180 days of the original contract date without losing any money. Deposits are non-refundable. If the event is cancelled after Lessor vehicles have left the warehouse, the full amount will be due. Once onsite, should inclement weather occur before set or during event, Lessor's staff will stay on-site for the duration of the contracted hours of the event in anticipation of improved weather conditions, should the event be impossible, the date can be rescheduled within 180 days of the original contract date without losing any money. If weather conditions arise during an event and an Amusement Master's staff person stops operation of interactives out of a concern for safety of attendees or inappropriate equipment operation due to the weather conditions, Lessor will not be penalized monetarily for nonuse of the equipment due to weather and the date can be rescheduled within 180 days of the original contract date without losing any money.
5. **OVERTIME CHARGE:** If event extends past contracted event time due to request by Lessee or circumstances governed by Lessee decision, Lessee will agree to pay minimum overtime charges of **550** per hour or amount determined by Lessor due to event circumstances. Upon agreement of total amount of overpayment by Lessee and Lessor the overtime payment will be paid in full within 10 days of contracted event.
6. **LATE PAYMENT:** Should the Lessee fail to pay the full amount due **within thirty (30) days of the event date**, Lessor reserves the right to apply interest fees at a rate of 18% per annum on the open balance including the amount of any discounts. Should the full amount due remain unpaid in excess of 3 months, the Lessor will commence procedures for which Client shall be responsible for all costs and expenses of the same, including, but not limited to, reasonable attorneys fees.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement under seal as of the date and year first above written.

**LESSEE**

COMPANY: **Town of Tyrone Recreation**

BY: \_\_\_\_\_  
Eric Dial, Mayor

Attested By: \_\_\_\_\_  
Dee Baker, Town Clerk

**LESSOR**

**AMUSEMENT MASTERS PRODUCTIONS, INC d.b.a. AMPI**

BY: \_\_\_\_\_  
*Kelly Smink*  
(digital signature)  
Kelly Smink  
President

(TOWN SEAL)

Initials: \_\_\_\_\_

Date: \_\_\_\_\_



Amusement Masters  
58-2467167  
2171 Tucker Industrial Road  
Tucker, GA 30084

## Invoice

Bill To
Town of Tyrone Recreation Tyrone30290GA145 Commerce Drive Tyrone, GA 30290

(770)451-9111  
info@amusementmasters.com

Date	Invoice No.
8/9/23	0230519
Terms	Due Date
Due on receipt	10/07/2023

Amount Due	Enclosed
\$6,700.00	

Please detach top portion and return with your payment.

		P.O. Number	Sales Rep
		100723TYRONEZIPkssZIP	Kelly Smink
Activity	Quantity	Rate	Amount
Generators: Portable	1	\$150.00	\$150.00
Zippin' Zone with no slide with staff	1	\$5,500.00	\$5,500.00
Zoltar Fortune Teller	1	\$850.00	\$850.00
		<b>Subtotal</b>	\$6,500.00
		<b>Discount</b>	
		<b>Travel</b>	
		<b>Tax</b>	\$0.00
		<b>Delivery</b>	\$200.00
		<b>Total</b>	\$6,700.00

Thank you for your business. As a result of your event, Amusement Masters has fed 100 people for a day. Curious? Check out [www.servone.org](http://www.servone.org).