

BARKER FAMILY ENTERTAINMENT
RENTAL AGREEMENT

For the purposes of this Rental Agreement "Agreement", "Lessor" or "Vendor" shall mean Barker Family Entertainment its owners, officers, directors, shareholders, employees, sub-contractors and/or agents. "Customer" shall mean the person(s) or company listed in the "ORDERED BY" and/or "CUSTOMER NAME" boxes below.

CUSTOMER NAME: City of Willowick

DATE ORDERED: 10/24/2025

CUSTOMER'S PHONE: 440-725-5153

CUSTOMERS EMAIL: sritchey@cityofwillowick.com

DELIVERY ADDRESS: Dudley Park, 31500 Willowick Dr., Willowick, OH, 44095

RENTAL PERIOD: DATE: 07/04/2026 START TIME: 11am END TIME: 3pm

RENTAL FEE: \$1,510

LESS DISCOUNT: N/A

TOTAL: \$1,510

DOWNPAYMENT: \$0

BALANCE DUE: **\$1,510**

NOTE: Delivery and pick-up times are approximate. Driver may arrive as early as 1 hour before the "APPROX. START TIME" or as late as 1 hour to pick up the equipment. Customer shall permit driver or an employee of Lessor to have access to equipment at all times.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE BACK OF THIS FORM, 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.

BARKER FAMILY ENTERTAINMENT:
by: 

CUSTOMER;
by: _____

READ ALL TERMS BEFORE SIGNING.
ADDITIONAL TERMS AND CONDITIONS ON BACK OF FORM
AND ARE EXPRESSLY PART OF THIS AGREEMENT

In consideration of renting the Equipment described above and in addition to all of the Terms and Conditions set forth above, the parties do further agree as follows:

1. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Lessor certain Equipment described in Attachment A. The RENTAL FEE set forth is payable, in full, in advance, and the RENTAL PERIOD shall be that listed above, but all of Customer's obligations arising under the Terms And

Conditions of this Agreement shall run from actual delivery of the Equipment to the actual pickup of the Equipment by Lessor.

2. 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 other causes. In the event of impending inclement weather and ONLY IF Customer gives notice at least a day prior to delivery that they wish to reschedule, the parties may reschedule delivery to a mutually agreeable date and time.

3. Delivery: Lessor shall deliver the Equipment to the street address ("Delivery Address") specified by the Customer as listed above. Customer grants to Lessor the right to enter the property at the said Delivery Address for delivery, and required set up, if any, to stay with the equipment during operation, and for subsequent pickup of the Equipment and any associated Equipment or packing materials at the Approximate Start Time and Approximate End Time.

4. Set Up, Tear Down, and Operation. Vendor agrees that it will be solely responsible for setting up the Equipment defined in Attachment A prior to the event or commencement of the rental period and will be solely responsible for tearing down, cleaning up, and removing the Device at the conclusion of the event or rental period. Vendor further agrees that it will be solely responsible for operating, attending to, and supervising the Device and use of the Device throughout the duration of the time that the Device is on the premises designated by the Customer. Vendor represents and agrees that it has trained or will provide all training required by law or regulation to any of its employees or agents who will operate or attend to the Device, prior to such time as the Device is set up on the designated premises. The customer agrees to follow all posted safety rules, as well as any safety instructions or directions that are given by Vendor's employees during set up, while the equipment is in operation, and during tear down, and will assist where reasonably requested by Vendor to make sure that the customer's guests heed such instructions, directions, and rules as well.

THE VENDOR MAY BAN OR LIMIT ANYONE FROM PARTICIPATION ON THE EQUIPMENT WHO REFUSES TO FOLLOW SAID INSTRUCTIONS, DIRECTIONS, OR POSTED RULES [ORC § 993.070]. PURSUANT TO OHIO LAW [CHAPTER 993 OF THE 2019 REVISED CODE AND ASSOCIATED REGULATIONS, PARTICULARLY ORC 993.070], 993.08 AS WELL AS OAC RULE 901:9-1-06, VENDOR SHALL MAINTAIN SOLE CONTROL OVER THE EQUIPMENT AND ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS HAVE FINAL SAY ABOUT HOW THE EQUIPMENT IS USED, MAKING SURE THAT SAFETY RULES ARE FOLLOWED, AND DENYING OR LIMITING ANYONE FROM USING THE EQUIPMENT WHO IS NOT FOLLOWING THE SAFETY RULES, OR DO NOT FALL WITHIN THE HEIGHT, WEIGHT, OR AGE RESTRICTIONS, IF ANY, FOR THE EQUIPMENT.

5. Care of the Equipment: Customer shall be responsible only for any and all damage to the Equipment caused by Customer's negligence. Damage includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of Equipment with non-approved items such as chemicals, non approved food, paint, silly string, mud, clay, or other materials.

6. Equipment Problems: Should any individual piece of equipment develop a problem, or does not function correctly at anytime, or weather or other conditions make it unsafe to operated the equipment, Customer will cooperate with Vendor, and agrees that the Vendor has sole say when the equipment is safe to use and when the equipment may be used.

7. Insurance. Vendor shall at all times and at its own cost fully insure itself with, and furnish to the Customer satisfactory proof that Vendor has in force for the entire period covered by the Agreement, the following classes of insurance in the form and with limits specified below:

a. Commercial General Liability with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000 per occurrence, with a general aggregate of \$1,000,000 providing coverage for the Vendor's use of the Customer's premises and its operations thereon and to cover such claims as may be caused by or arise out of any act, omission, or negligence of the Vendor or its officers, employees, laborers, agents, representatives, subcontractors and assigns.

b. Commercial Automobile Liability Insurance for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Vendor's use of the Customer premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000 per occurrence.

c. Employers Liability Insurance with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.

d. Workers Compensation Insurance and other employee benefits as required by Federal, state and local laws and ordinances and provide to Customer immediately upon execution of this Agreement copies of any applicable certificates of compliance.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

e. Vendor shall provide to the Customer immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

I. names the Customer as both Additional Insured and certificate holders for the Commercial General Liability, Automobile Liability, and Employer's Liability insurance only if requested:

ii provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.

iii With respect to the Commercial General Liability insurance, Additional Insured status, if requested, must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.

8 Compliance with Applicable Laws and Regulations. Vendor represents and warrants that it has complied and will comply with all applicable laws and regulations pertaining to any amusement ride, inflatable device, or other equipment ("Equipment") that it is providing, renting, operating, or making available to the Customer for its use. Vendor further represents and warrants that all required inspections of the Equipment have been completed and that any necessary permits for the Equipment have been obtained. Vendor agrees to provide to the Customer a copy of the current permit pertaining to the Equipment prior to the event, and shall submit to the Customer inspection and maintenance records upon request.

9. Representations and Warranties. Vendor further represents and warrants at the time of execution and during the term of this Agreement that: (a) Vendor has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Vendor is subject; (b) Vendor has

all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (c) Vendor shall perform all services under this Agreement in a timely, professional and workmanlike manner in accordance with the highest industry standards; (d) Vendor has performed and will perform all of its obligations to Customer in connection with services; (e) Vendor shall pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement; (f) there is no action, suit or proceeding now pending or to Vendor's knowledge, threatened by or against or affecting Vendor which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (g) Vendor has never been terminated for cause from an agreement in which the Services contemplated herein are provided; and (h) this Agreement constitutes the legal, binding and enforceable obligation of Vendor, enforceable in accordance with its terms.

10. Substitution of Equipment Prohibited. Vendor understands and agrees to provide a list of Equipment being provided, and further agrees that substitution of Equipment is prohibited unless specifically agreed to in writing by the Customer and understands and agrees that rebounding equipment (including inflatable rebounding equipment) and trampolines of any type are prohibited.

11. Background Checks. With respect to all employees or agents of Vendor who will have access to children at the event, Customer states that Vendor has conducted a BCI&I or FBI background check as to each such agent or employee, and obtain Customer's permission prior to allowing any such employee or agent to work at the event. The Customer shall have no financial obligation in connection with such background checks.

12. Force Majeure. Either party may terminate this contract without further liability to the other, and no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such termination, failure or delay is reasonable in light of any of the following acts beyond the impacted party's control: (a) acts of God such as flood, fire, tornado, earthquake, epidemic or pandemics including without limitation COVID- 19, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) federal, state, or local government order or law; (d) action by any governmental authority; or (e) national or regional emergency. In the event of a contract termination under this provision, Vendor shall return any and all deposits to the Customer.

13. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, agree to be bound by all the terms & conditions, that they understand its content and that they execute it freely, intelligently and without duress of any kind.

11. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from the Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

15. Entire Agreement: This Agreement constitutes the full Agreement between Lessor and Customer. Any prior Agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. The receipt of the Equipment that is the subject of this Agreement and the fact that it is in good working order is acknowledged by Customer.