



GForce Xtreme Games

338 Hogans Branch Road, Goodlettsville, TN 37072

Phone: (615) 859-0122 Fax: (615) 431-5864

Website: www.gforcextremegames.com Email: jeff@gforcextremegames.com

Delivery Location

City of Franklin Parks

Suzanne Carter

405 Murfreesboro Road

Franklin, TN 37064

Phone: (615)794-2103

Cell Phone: (615)913-6773

Order No: 0598

Order Date: January 16, 2017

Written by: Jeff Roberts Kingsbury

InvNo	Name	Qty	Total
INV25	24' x 18' Inflatable Movie Screen system w/ staff	1	\$2,800.00

Order Subtotal: \$2,800.00

Delivery Charge: \$75.00

TOTAL: \$2,875.00

Amount Paid: \$0.00

Balance Due: \$2,875.00

Start Date & Time: Apr 28, 2017 8:00 pm
 End Date & Time: Apr 28, 2017 10:00 pm
 Delivery method: Standard delivery
 Surface: Pavement

Additional Notes:

Customer to provide 2 electrical outlets on separate 20 amp circuit breakers within 100' of movie screen.

This estimate includes a total of 4 dates:
 April 28th @ Pinkerton Park
 June 9th @ Pinkerton Park
 June 23rd @ Pinkerton Park
 July 14th @ Eastern Flank Event Facility, 1368 Eastern Flank Circle, Franklin, TN 37064.
 Equipment must be transported 100 yards from the setup location. Customer to provide a gator cart to move equipment from truck to setup location. This location equipment will be setup on grass where stakes can be driving into the ground.

*Supplier agrees to tear down/ pick up immediately upon conclusion of event. Customer is **NOT** responsible for the security of equipment owned by G-Force after the conclusion of the event.

*Supplier agrees to provide proof of liability insurance prior to April 28, 2017.

*Supplier is responsible for set-up and tear-down of all equipment.

*Supplier will be present and will control the equipment throughout the entire event.

Financial Terms

This agreement does not hold or reserve any equipment until which time it is signed and returned to the Supplier. This agreement must be returned signed along with a 50% deposit within 21 days of the rental agreement issue date. If after 21 days the agreement and deposit has not been received the equipment will be released for other opportunities. Unless prior arrangements have been made the Customer agrees to pay the remaining balance upon deliver of the equipment. ~~Checks returned for insufficient funds will be subject to a \$40 return check fee. In addition, any outstanding balance due will be subject to a \$75 late charge plus 27% APR compounded weekly if not paid within 14 days following the conclusion of the event. The Customer agrees to pay for any and all costs incurred for collecting past due balances including all reasonable attorneys fees and court costs.~~ The Customer must return proof of sales tax exempt status or the Buyer will be subject to sales tax charges in addition to the contracted rental amount. Accepted forms of payment are cash, check or credit card (MasterCard or Visa).

**Please make checks payable to G-Force Xtreme Games.*

Customer Provided Setup/Teardown Labor (if applicable)

If the Customer elects to provide the labor to handle the setup/ teardown work of the equipment, it will be noted under "additional notes" at the top of this agreement. This clause only applies to setup/teardown labor that the Customer supplies. If Supplier is providing the setup/teardown labor this clause does not apply. The Customer must provide the required number of persons from delivery time until event start time for setup and event end time until all equipment has been loaded in the truck. Customer provided labor must be age 15 or older, able bodied, physically strong, able/willing to handle heavy equipment, and be capable/willing to follow instruction. Supplier will not be liable for equipment not setup in time due to late or insufficient Customer supplied labor. If Customer fails to supply adequate labor to handle the teardown portion of the job, Customer agrees to a \$200 charge to cover Suppliers additional expense getting equipment torn down.

Deposit/Cancellation Clause/Refunds

A \$100 non-refundable reservation fee is collected at the time of reservation. This reservation fee holds the equipment for 21 days. A 50% deposit is required

along with the signed rental agreement in order to finalize a reservation. If deposit/rental agreement is not received within 21 days the equipment is then released for other opportunities. Reservation fee is applied towards deposit. Deposits are non refundable but may be transferred to an available rescheduled date within 30 days of the original rental date. Cancellations must be made in writing at least 24 hours prior to the scheduled delivery time in order to transfer deposit to a future date. Cancellation made less than 24 hours prior to the scheduled delivery time may result in forfeit of deposit without the opportunity to reschedule. After the scheduled delivery time entire rental amount is due. After equipment is setup, no adjustments or refunds can be made due to unfavorable weather. In the event of conditions that in the opinion of the G-Force staff may present a danger to participants, G-Force staff, or equipment G-Force reserves the right to refuse setup or close equipment without refund or price adjustment. This may include but not limited to participation, winds/wind gusts that exceed manufactures recommended tolerances, lightning, ground conditions, poor/inadequate lighting, or security concerns.

Responsibility of the Customer

The Customer is obligated to return rented games in the same condition they were given with the exception of normal wear and tear. If games are returned muddy, dusty, excessively dirty, or wet the Customer agrees to a cleaning/ drying charge of up to 20% of the stated rental rate per affected game. This is due to the high cost of deep cleaning and / or drying of all the affected equipment. It is strongly advised to not setup games near a dusty road or otherwise dirty area. The Supplier recommends setting up games in an area with good grass or pavement. If any doubts exist as to whether a certain location or circumstance may cause the games to become excessively dirty, it is highly recommended that the Customer consult with the Supplier.

It is the responsibility of the Customer to provide adequate light in the game area whereas to provide a safe environment for both the event attendees as well as the Suppliers staff. The Supplier retains the right to close any and all games that are not (in their discretion) adequately lit without refund.

It is also the responsibility of the Customer to provide a safe working environment or the games. Insects such as fire ants or the like must be treated before games can be setup. Any and all treatments are the sole responsibility of the Customer.

The Customer is responsible for weather, security, proper ground or setup surface, and any unforeseen conditions where equipment is setup. Supplier is responsible for delivering, setting up/tearing down, and maintaining the safe and proper operation of equipment during the event.

Unless prior arrangements have been discussed and included under the "Notes" portion of this rental agreement, equipment may NOT be transported up stairs, inclines, distances greater than 100', or through inadequate doorways. Unless noted, it is assumed that all equipment will have level loading access from the point where the truck unloads to the setup location. It is also assumed that a 24' box truck can safely drive up to the setup location and equipment will not have to be transported any further than 100' from where the truck can unload. The truck must have access at least 9' wide x 13.5' high. If truck must drive across a grass or dirt area more than 100' in order to access the setup location care must be taken to be sure ground is dry enough so the truck will not get stuck. If the ground is too soft to access the setup location by truck the customer must supply a tractor or other off road vehicle to help move the equipment from the truck to the setup location.

It is the sole responsibility of the Customer to properly communicate to the Suppliers staff where each game is to be setup at. This equipment is heavy and labor intensive to setup/ teardown. It is strongly advised that the Customer know and review exactly where they want each piece of equipment setup before setup begins. There will be a \$50 per game teardown/ setup fee added to any game that the Customer wants to move after it has been set up. Furthermore, the additional time required to relocate a piece of equipment may delay the equipment being ready in time at the start of the event. They Supplier cannot be liable for delays to equipment being ready at event start time due to the Customer requesting to teardown and relocate a piece of equipment already setup.

Customer is responsible for providing parking within a reasonable distance from setup location for all Supplier vehicles including staff and delivery trucks. If parking is not provided and Supplier staff must park in a paid lot the Customer agrees to pay for any and all parking expenses incurred by the Supplier.

Providing Security

It is the Customers responsibility to ensure the security of all the equipment owned by G-Force while games are setup on their premise. It is the Customers responsibility to maintain security of the games and Suppliers staff at all times while equipment is setup on their premises. This may include providing crowd control or police security if needed. G-Force staff reserves the right to refuse service or expel any individual who refuses to follow the rules or is verbally abusive to staff. On all multi-day events overnight security is required unless setup is in an already secure location.

Approved Surfaces to Setup Games

The only surfaces approved for games to be setup on are Concrete, Asphalt, Grass, Dirt (at the cleaning expense of the Customer), and any non abrasive indoor surface. Gravel, sand, or rocky surfaces are not acceptable surfaces to setup games on. These surfaces may pose both a liability risk and/or damage the equipment.

Inflatable type games require a good level grassy area to be setup on. This is not only the safest but the most secure surface. Inflatables are best secured by steel stakes driven into the ground. Many times it is not possible to setup the inflatables in grass. In this case, they may be setup on pavement or concrete. There may be an additional setup charge for equipment setup on pavement. This is due to the extra time and labor of using a large amount of sand or water bag anchors in lieu of stakes. The setup surface is noted at the top of the rental agreement. The Customer must notify the Supplier in writing of any change in the setup surface at least 48 hours prior to the schedule delivery time so the proper anchors may be loaded on the truck. The Customer will be liable for the full contracted amount even if the inflatables are unusable due to insufficient anchoring caused by the Customer failing to notify the Vendor of the change in setup surface.

If a truck and 24' trailer cannot be driven directly to where the games are to be setup, the Customer must disclose this to the Supplier prior to signing this agreement. Certain games or abnormally difficult setup situations may be subject to an additional fee. This fee is only applicable if the truck cannot be driven directly to where the equipment is setup. If any question exists, the Customer must discuss this with the supplier prior to signing this agreement. Special accommodation for setup must be noted at the top of the rental agreement under the "Additional Notes" section. If there is not any allowance noted under this section of the contract, then it is presumed that the truck may be driven directly to the setup location.

Grass setup surface is assumed that 30" stakes can be driven into the ground. If underground utilities, sprinkler systems, or anything else that may prohibit securing the inflatables in this way exist, the setup surface should be noted as pavement. Any corresponding charges or clauses of this contract would then apply the same as if it were a paved surface.

Supplier is not responsible for any damage caused by the truck, games, or employees to floors, grass, or any other surface games are setup on.

Delivery and Pickup Times:

Occasionally on dates/times that are in very high demand, in order to be sure all customers are setup on time, it may become necessary to deliver/ setup as

Rental Agreement for Order # 0598

early as the day before the scheduled event. The first delivery time of the day is 7am. If the event has an early am start time that would not permit enough time to setup the equipment reserved, the setup time would automatically be scheduled for the evening prior to the event. On dates where the national weather service has issued a heat advisory, for the safety of our employees, your setup time may be rescheduled for early am or late afternoon. You will be contacted approximately 1 week prior to your event to schedule and confirm delivery time and date. You may also request a specific delivery/ setup time but requests are scheduled on a first come first served basis. If you request a specific time for setup, it must be included in the "Notes" section of this agreement. Most of the time tear-down/ pickup will occur immediately upon conclusion of your event. However, in cases of heat and high demand dates/times, pickup may occur at a later time. If your rental conclusion time is later than 8pm, same day pickup cannot be guaranteed. Again if the nature of your event requires a specific time for pickup this must be included in the "Notes" section of the rental agreement. See Notes.

Restrictive Weather Conditions

The Supplier is committed to the safety of all participants. Therefore the Customer understands that at an outdoor event there are certain weather factors that may present a danger to the patrons. This may result in some or all the games being closed until weather improves. Some inflatable games can become dangerous when wet thus cannot be operated during rain or wet conditions. This is especially true but not limited to obstacle courses and slides. Absolutely no games can be operated during or in the vicinity of a thunderstorm. Winds in excess of 20mph present a high level of danger to all inflatable games. This is especially true of taller inflatables. Customer understands and agrees that in the interest of safety, Supplier reserves the right to close any game if at any time the weather conditions present a danger to the patrons participating in that game. The Customer further agrees that the Supplier cannot be liable for any loss of use due to dangerous weather conditions. The Customer will not be entitled to any refunds or credit for unused games due to dangerous weather conditions. Therefore it is strongly advised that the Customer maintain an alternate suitable indoor location in the event of inclement weather.

Rules and Restrictions

Some games have limitations such as minimum age, minimum weight, or maximum weight. Therefore some event attendees may not be able to participate on these games. Football, Frisbee or any other type of like activity may not be played near the game area where stray objects or people may threaten both the safety of the attendees or the workers.

Safety is a #1 priority for G-Force. We will set rules on each game per manufacture and insurance guidelines. Those rules are expected to be followed. If an attendee repeatedly chooses to not follow those rules, the Supplier reserves the right to no longer allow that person on any of the games for the entirety of the event. Restrictions of each game can be found at <<<www.gforceextremegames.com>>>

Liability Insurance

J&J Roberts Inc (DBA G-Force Xtreme Games) will maintain and have in place 2 million dollars of liability insurance for the Customers event. A copy of this insurance certificate can be obtained given reasonable notice at no cost. If the Supplier requires to be named as an additionally insured, that request can be accommodated at the cost of \$100 per event entity. Please note that it can take up to 3 business days in order to fulfill that request. If the Customer is to be named as an additionally insured it must be stated in the order list at the top of the first page of this agreement.

Customer Pickups

This section only applies in cases where the customer elects to pickup the equipment rather than have the supplier deliver it. Equipment must be returned no later than the end date specified at the top of this rental agreement. If not returned on time, the customer will be charged for a 2nd day of rental. Customer must return equipment in the same condition it was picked up less normal wear and tear. Equipment returned wet or dirty will be subject to a clean/dry fee 25% of the equipment rental rate. All equipment must be returned including stakes, sandbags, blowers, and any accessories of the game or the customer agrees to a replacement charge according to the inventory schedule that will be given at time of pickup. Customer agrees to pay any reasonable collection costs the supplier incurs to collect fees associated with damaged or equipment not returned including but not limited to attorney fees, loss of use, and replacement costs.

Terms and Conditions

1. By signing below the Customer and Supplier agree to all the terms and conditions of this agreement
2. This rental agreement forms the sole agreement between the Customer and the Supplier. ~~The Customer agrees to indemnify and hold harmless for any claims from Customers use or misuse, including any third party for loss, injury, and damage to persons or property arising out of the Customers negligence or operation including legal costs incurred in defense of such claims.~~
3. Operators provided by the Customer should read all warnings and instructions prior to allowing any persons on the equipment.
4. Customer acknowledges the possibility of injury and will provide adult supervision at all times according to the rules given prior to the event, written or verbal (except any equipment where the Supplier provides staff)
5. Any media displayed or played through the Suppliers equipment is the sole responsibility of the Customer. The Customer acknowledges that they are only renting the equipment. It is the Customers sole responsibility to be sure any and all performance rights to the media being played have been obtained.

SIGNED _____

DATE _____

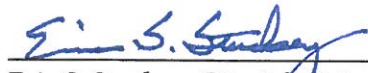
PRINT NAME _____

Definitions:

Supplier- J&J Roberts Inc dba G-Force Xtreme Games

Rental Agreement for Order # 0598


Customer- Entity as listed under " Billing Address" of this rental agreement


Eric S. Stuckey, City Administrator
City of Franklin

2-3-17
Date

Approved as to Form by:


Bethany Heuer, Staff Attorney


G-Force Extreme Inflatable Rentals /s/

2/1/17
Date

Jeff Roberts Kingsbury President
Printed Name, Title

Addendum

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

2. **Notices.** Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

G-Force Extreme Inflatable Rentals
338 Hogans Branch Road
Goodlettsville, TN 37072

City of Franklin Parks Department
Suzanne Carter
405 Murfreesboro Road
Franklin, TN 37064

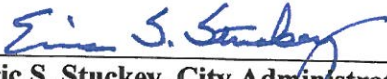
3. **Indemnification.** G-Force Extreme Inflatable Rentals, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.

4. **Waiver.** Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

5. **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

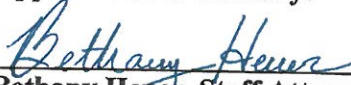
6. Entire Agreement. This Agreement constitutes the entire agreement between G-Force Extreme Inflatable Rentals and the City of Franklin Parks Department and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


Eric S. Stuckey, City Administrator
City of Franklin

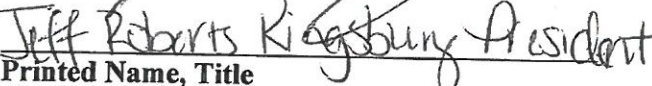
2-3-2017
Date

Approved as to Form by:


Bethany Heuer, Staff Attorney


G-Force Extreme Inflatable Rentals /s/

2/1/17
Date


Printed Name, Title