

# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Thursday 5/25/2017 10:00am - 5/29/2017 10:00am**    Order Type:  
**Delivery**    Office: **Akron**

**Event Location:** Dicks Sporting Goods  
 Kevin Woods  
 498 Howe Ave  
 Cuyahoga Falls, OH 44221  
**Phone 1: Phone 2:** (330) 923-8224

**Event Start Time: 10:00am**  
**Event End Time: 10:00am**  
 \***Delivery and tear-down times** may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.

**Deposit Due:**  $\$ \% \text{ctr\_deposit\_due} \%$   
**Amount Paid:**  $\$ \% \text{ctr\_amount\_paid} \%$   
**Balance Due:**  $\$ \% \text{ctr\_balance\_due} \%$

**Order #:** 2265987  
**Surface:**

**EVENT NOTES:** AKRON Delivery before 10a pickup Monday the 29th at 10a. Misc fee for delivery.

Item	Qty	Total
<b>6' Tables</b>	<b>12</b>	<b>\$384.00</b>

<b>Rental total:</b>	\$384.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$65.00
<b>Discount:</b>	\$0.00
<b>Sales Tax:</b>	6.750%    \$30.31
<b>Sub-total:</b>	\$ 449.00
<b>TOTAL:</b>	<b>\$479.31</b>

**1. Identity of parties:** For the purposes of this Rental Agreement, "Ohio Mobile Gaming", "Lessor" and "OMG" shall mean OMG Akron Inc., its owners, officers, directors, shareholders, employees, contractors, and agents. "Customer" or "Renter" or "Lessee" shall be synonymous.

**2. Safety/Operating Instructions:** The Lessee understands that the rental equipment must be monitored at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is the Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable, included in the safety box as well as further defined within the training instruction video <http://www.ohiomobilegaming.com/instructions/> which must be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <http://www.ohiomobilegaming.com/checklists/>

**3. Weather and other cancellation provisions:** Ohio Mobile Gaming cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather. A rain check for Lessee's deposit shall be given to Lessee provided Lessee cancels with 24 hrs notice provided weather.com is forecasting a 40% or greater chance of rain. All non-weather related cancellations shall be with 72

hrs notice and shall forfeit deposit.

**4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

**5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**7. Fulfillment:** Should OMG be unable to fulfill any or all of its rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages and treble damages shall not exceed the total amount of the rental as stated on the contract.

**8. Laws and Ordinances:** Lessee agrees to comply with laws, ordinances and/or regulations that apply to the use of the rental equipment during the rental period. **Customer agrees to pay for all permits, fines and fees arising from Customer's use and operation of the rental equipment.**

**9. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.

**11. Entire Agreement:** This Agreement along with the checklist constitutes the full agreement between OMG AKRON INC. and RENTAL CUSTOMER. Any prior agreements, not expressly set forth herein shall be of no force or effect. 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 this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

**%signature%** \_\_\_\_\_

Signature

**Kevin Woods** \_\_\_\_\_

Printed Name

**%signeddate%** \_\_\_\_\_

Date

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

Expiration

CCV

\_\_\_\_\_

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Kevin Woods **Order Date:** 5/25/2017 **Order #:** 2265987

<b>Grand Total:</b>	<b>\$ 479.31</b>
<b>Amount Paid:</b>	<b>\$ 158.17</b>
<b>Amount Due:</b>	<b>\$ 321.14</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Thursday 10:00am- 10:00am</p> <p><b>Delivery</b></p>	<p><b>Kevin Woods</b> (330) 923-8224</p> <p><b>Dicks Sporting Goods</b> 498 Howe Ave Cuyahoga Falls, OH 44221</p>	<p>AKRON Delivery before 10a pickup Monday the 29th at 10a. Misc fee for delivery.</p> <p>Thursday 5/25/2017 Order #2265987 Due: 321.14</p>	<p>6' Tables(12)</p> <p><b>Surface:</b> <a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545



# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 8:00am - 5/28/2017 6:00pm**    Order Type:  
**Delivery**    Office: **Akron**

**Event Location:** Boston Mills Ski Resort  
 Daniel Napolotino Cuyahoga Vally Scenic Railroad  
 7100 Riverview Rd  
 Peninsula, OH 44264  
**Phone 1: Phone 2:**

**Event Start Time: 8:00am**  
**Event End Time: 6:00pm**  
*\*Delivery and tear-down times may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.*

**Deposit Due: \$%ctr\_deposit\_due%**  
**Amount Paid: \$%ctr\_amount\_paid%**  
**Balance Due: \$%ctr\_balance\_due%**

**Order #:** 1936239  
**Surface:** Grass

**EVENT NOTES:** DELIVERY SET UP BY 8 AM FRIDAY AND TEAR DOWN SUNDAY AT 6PM.

\*\*\*Lora spoke with Kimberly on 5/13 and check for deposit or possibly payment in full is being mailed today\*\*\*

\*\*TAX EXEMPT NUMBER provided by Kim on 5/5/16 at 4pm  
 \*\*\*OVERNIGHT--SECURITY PROVIDED\*\*\*

\*\*\*ADDITIONAL DISCOUNTS LISTED APPLY ONLY FOR BOTH WEEKEND ORDERS\*\*\*

KIM: Please contact Jason at [info@ohiomobilegaming.com](mailto:info@ohiomobilegaming.com) to discuss additional discounts in exchange for advertising/signage at event.

Customer will provide adult supervision as well as power unless otherwise noted.

Item	Qty	Total
<b>Bounce House (Large 15' x 15' 190lbs)</b>	<b>1</b>	<b>\$477.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>30' Obstacle Course (310 lbs)</b>	<b>1</b>	<b>\$897.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>

<b>Rental total:</b>	\$1,504.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$204.00

<b>Sales Tax:</b>	%	\$0.00
<b>Sub-total:</b>		\$ 1,300.00
<b>TOTAL:</b>		<b>\$1,300.00</b>

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**2. Safety/Operating Instructions:** The Lessee understands that the rental equipment must be monitored at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is the Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable, included in the safety box as well as further defined within the training instruction video <http://www.ohiomobilegaming.com/instructions/> which must be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <http://www.ohiomobilegaming.com/checklists/>

**3. Weather and other cancellation provisions:** Ohio Mobile Gaming cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather. A rain check for Lessee's deposit shall be given to Lessee provided Lessee cancels with 24 hrs notice provided weather.com is forecasting a 40% or greater chance of rain. All non-weather related cancellations shall be with 72 hrs notice and shall forfeit deposit.

**4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

**5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**7. Fulfillment:** Should OMG be unable to fulfill any or all of its rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages and treble damages shall not exceed the total amount of the rental as stated on the contract.

**8. Laws and Ordinances:** Lessee agrees to comply with laws, ordinances and/or regulations that apply to the use of the rental equipment during the rental period. **Customer agrees to pay for all permits, fines and fees arising from Customer's use and operation of the rental equipment.**

**9. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.

**11. Entire Agreement:** This Agreement along with the checklist constitutes the full agreement between OMG AKRON INC. and RENTAL CUSTOMER. Any prior agreements, not expressly set forth herein shall be of no force or effect. 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 this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

**%signature%** \_\_\_\_\_

Signature

**Daniel Napolotino** \_\_\_\_\_

Printed Name

**%signeddate%** \_\_\_\_\_

Date

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

Expiration

CCV

\_\_\_\_\_

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Daniel Napolotino **Order Date:** 5/26/2017 **Order #:** 1936239

<b>Grand Total:</b>	<b>\$ 1,300.00</b>
<b>Amount Paid:</b>	<b>\$ 429.00</b>
<b>Amount Due:</b>	<b>\$ 871.00</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 8:00am- 6:00pm</p> <p><b>Delivery</b></p>	<p><b>Daniel Napolotino</b> Cuyahoga Vally Scenic Railroad</p> <p><b>Boston Mills Ski Resort</b> 7100 Riverview Rd Peninsula, OH 44264</p>	<p>DELIVERY SET UP BY 8 AM FRIDAY AND TEAR DOWN SUNDAY AT 6PM.</p> <p>***Lora spoke with Kimberly on 5/13 and check for deposit or possibly payment in full is being mailed today***</p> <p>**TAX EXEMPT NUMBER provided by Kim on 5/5/16 at 4pm ***OVERNIGHT--SECURITY PROVIDED***</p> <p>***ADDITIONAL DISCOUNTS LISTED APPLY ONLY FOR BOTH WEEKEND ORDERS***</p> <p>KIM: Please contact Jason at info@ohiomobilegaming.com to discuss additional discounts in exchange for advertising/signage at event.</p> <p>Customer will provide adult supervision as well as power unless otherwise noted.</p> <p>Friday 5/26/2017 Order #1936239 Due: 871.00</p>	<p>Bounce House (Large 15' x 15' 190lbs)(1), Include Delivery(1), 30' Obstacle Course (310 lbs)(1), Include Delivery(1)</p> <p><b>Surface:</b> Grass</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545







# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 9:00am - 12:30pm**    Order Type: **X Canton Deliv**  
Office: **Akron**

**Event Location:**

Jackie Hollo Massillon City schools  
250 29th St NW  
Massillon, OH 44647  
**Phone 1: Phone 2:** (440) 590-5426

**Event Start Time: 9:00am**

**Event End Time: 12:30pm**

*\*Delivery and tear-down times may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.*

**Deposit Due: \$%ctr\_deposit\_due%**

**Amount Paid: \$%ctr\_amount\_paid%**

**Balance Due: \$%ctr\_balance\_due%**

**Order #:** 2062317

**Surface:** Grass

**EVENT NOTES:** DELIVERY BY 9 AND PICK UP AFTER 12:30

\*\*\*\*CUSTOMER SWITCHED FROM 40' TO 68' OBSTACLE COURSE AFTER DEPOSIT WAS MADE. 2:45 PM ON 4/6

Customer will provide adult supervision as well as power unless otherwise noted.

Item	Qty	Total
<b>Bungee Run</b>	<b>1</b>	<b>\$299.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>Snow Cone Machine w/ supplies for 50</b>	<b>1</b>	<b>\$59.00</b>
<b>Extra 50 Snow Cone Supplies</b>	<b>4</b>	<b>\$80.00</b>
<b>68' Obstacle Course (2-parts,2 blowers)</b>	<b>1</b>	<b>\$499.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>

<b>Rental total:</b>	\$1,067.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.13
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$0.00
<b>Sales Tax:</b> 5.773%	\$61.61
<b>Sub-total:</b>	\$ 1,067.13

**TOTAL:****\$1,128.74**

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**4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

**5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

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**10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.

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**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

**%signature%** \_\_\_\_\_

Signature

**Jackie Hollo** \_\_\_\_\_

Printed Name

**%signeddate%** \_\_\_\_\_

Date

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

\_\_\_\_\_

Expiration

CCV

\_\_\_\_\_

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Jackie Hollo **Order Date:** 5/26/2017 **Order #:** 2062317

<b>Grand Total:</b>	<b>\$ 1,128.74</b>
<b>Amount Paid:</b>	<b>\$ 1,128.74</b>
<b>Amount Due:</b>	<b>\$ 0.00</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 9:00am-12:30pm</p> <p><b>X Canton Deliv</b></p>	<p><b>Jackie Hollo</b> Massillon City schools (440) 590-5426</p> <p>250 29th St NW Massillon, OH 44647</p>	<p>DELIVERY BY 9 AND PICK UP AFTER 12:30</p> <p>****CUSTOMER SWITCHED FROM 40' TO 68' OBSTACLE COURSE AFTER DEPOSIT WAS MADE. 2:45 PM ON 4/6</p> <p>Customer will provide adult supervision as well as power unless otherwise noted.</p> <p>Friday 5/26/2017 Order #2062317 Due: 0.00</p>	<p>Bungee Run(1), Include Delivery(1), Snow Cone Machine w/ supplies for 50(1), Extra 50 Snow Cone Supplies(4), 68' Obstacle Course (2-parts,2 blowers)(1), Include Delivery(1)</p> <p><b>Surface:</b> Grass</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545



# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 9:00am - 3:00pm**    Order Type: **Delivery**    Office: **Akron**

**Event Location:** Sharon Elementary School  
 Shelly Tanski  
 6335 Ridge Rd  
 Sharon, OH 44274  
**Phone 1: Phone 2:** (330) 749-1182

**Event Start Time: 9:00am**  
**Event End Time: 3:00pm**  
*\*Delivery and tear-down times may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.*

**Deposit Due: \$%ctr\_deposit\_due%**  
**Amount Paid: \$%ctr\_amount\_paid%**  
**Balance Due: \$%ctr\_balance\_due%**

**Order #:** 2093571  
**Surface:** Pavement

**EVENT NOTES:** Akron Delivery 9 am and pick up after 2:30. OUTSIDE SET UP \*\*\*\*ON PAVEMENT\*\*\*SANDBAGS NEEDED\*\*\* WEATHER PROVIDING OUTSIDE PAVEMENT SET UP, OTHERWISE INSIDE GYMNASIUM\*\*\*setup at 730am

Customer will provide adult supervision as well as power unless otherwise noted.  
 \$100 credit on file from 8-10-16

Item	Qty	Total
<b>NEED ONE GAME TO REPLACE KIDDIE STRIKER, NOT AVAILABLE</b>	<b>1</b>	<b>\$0.00</b>
<b>5 Midway Carnival Games</b>	<b>1</b>	<b>\$750.00</b>
<b>Plinko</b>	<b>1</b>	<b>\$0.00</b>
<b>Ring Toss</b>	<b>1</b>	<b>\$0.00</b>
<b>Soccer Kick</b>	<b>1</b>	<b>\$0.00</b>
<b>Spill The Milk</b>	<b>1</b>	<b>\$0.00</b>
<b>Stand It</b>	<b>1</b>	<b>\$0.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>

<b>Rental total:</b>	\$815.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$122.25
<b>Sales Tax:</b>	% \$0.00



<b>Sub-total:</b>	\$ 692.75
<b>TOTAL:</b>	<b>\$692.75</b>

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**3. Weather and other cancellation provisions:** Ohio Mobile Gaming cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather. A rain check for Lessee's deposit shall be given to Lessee provided Lessee cancels with 24 hrs notice provided weather.com is forecasting a 40% or greater chance of rain. All non-weather related cancellations shall be with 72 hrs notice and shall forfeit deposit.

**4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

**5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**7. Fulfillment:** Should OMG be unable to fulfill any or all of its rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages and treble damages shall not exceed the total amount of the rental as stated on the contract.

**8. Laws and Ordinances:** Lessee agrees to comply with laws, ordinances and/or regulations that apply to the use of the rental equipment during the rental period. **Customer agrees to pay for all permits, fines and fees arising from Customer's use and operation of the rental equipment.**

**9. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.

**11. Entire Agreement:** This Agreement along with the checklist constitutes the full agreement between OMG AKRON INC. and RENTAL CUSTOMER. Any prior agreements, not expressly set forth herein shall be of no force or effect. 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 this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

**%signature%** \_\_\_\_\_

Signature

**Shelly Tanski** \_\_\_\_\_

Printed Name

**%signeddate%** \_\_\_\_\_

Date

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

\_\_\_\_\_

Expiration

CCV

\_\_\_\_\_

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Shelly Tanski **Order Date:** 5/26/2017 **Order #:** 2093571

<b>Grand Total:</b>	<b>\$ 692.75</b>
<b>Amount Paid:</b>	<b>\$ 228.61</b>
<b>Amount Due:</b>	<b>\$ 464.14</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 9:00am- 3:00pm</p> <p><b>Delivery</b></p>	<p><b>Shelly Tanski</b></p> <p>(330) 749-1182</p> <p><b>Sharon Elementary School</b> 6335 Ridge Rd Sharon, OH 44274</p>	<p>Akron Delivery 9 am and pick up after 2:30. OUTSIDE SET UP ****ON PAVEMENT***SANDBAGS NEEDED*** WEATHER PROVIDING OUTSIDE PAVEMENT SET UP, OTHERWISE INSIDE GYMNASIUM***setup at 730am</p> <p>Customer will provide adult supervision as well as power unless otherwise noted. \$100 credit on file from 8-10-16</p> <p>Friday 5/26/2017 Order #2093571 Due: 464.14</p>	<p>NEED ONE GAME TO REPLACE KIDDIE STRIKER, NOT AVAILABLE(1), 5 Midway Carnival Games(1), Plinko(1), Ring Toss(1), Soccer Kick(1), Spill The Milk(1), Stand It(1), Include Delivery(1)</p> <p><b>Surface:</b> Pavement</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545



# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 9:00am - 2:00pm**    Order Type: **Delivery**    Office: **Akron**

**Event Location:**

Erin Yerkey Otic C Hatton Elementary PTA  
 1933 Baker  
 Akron, OH 44312  
**Phone 1: Phone 2:** (330) 990-0938

**Event Start Time: 9:00am**

**Event End Time: 2:00pm**

**\*Delivery and tear-down times** may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.

**Deposit Due: \$%ctr\_deposit\_due%**

**Amount Paid: \$%ctr\_amount\_paid%**

**Balance Due: \$%ctr\_balance\_due%**

**Order #:** 2195895

**Surface:** Grass

**EVENT NOTES:** DELIVERY BY 9 AND PICKUP AFTER 2

REPEAT CUSTOMER KNOWS YOU WILL CONTACT FOR SET UP TIME AND WILL HAVE CHECK FOR BALANCE IN FULL AS IN THE LAST FIVE YEARS

Customer will provide adult supervision as well as power unless otherwise noted.

Item	Qty	Total
<b>Bounce House (Large 15' x 15' 190lbs)</b>	<b>1</b>	<b>\$159.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>40' Obstacle Course (387 lbs)</b>	<b>1</b>	<b>\$349.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>18' Slide</b>	<b>1</b>	<b>\$299.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>

<b>Rental total:</b>	\$1,002.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$150.30
<b>Sales Tax:</b>	% \$0.00
<b>Sub-total:</b>	\$ 851.70

**TOTAL:****\$851.70**

- 1. Identity of parties:** For the purposes of this Rental Agreement, "Ohio Mobile Gaming", "Lessor" and "OMG" shall mean OMG Akron Inc., its owners, officers, directors, shareholders, employees, contractors, and agents. "Customer" or "Renter" or "Lessee" shall be synonymous.
- 2. Safety/Operating Instructions:** The Lessee understands that the rental equipment must be monitored at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is the Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable, included in the safety box as well as further defined within the training instruction video <http://www.ohiomobilegaming.com/instructions/> which must be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <http://www.ohiomobilegaming.com/checklists/>
- 3. Weather and other cancellation provisions:** Ohio Mobile Gaming cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather. A rain check for Lessee's deposit shall be given to Lessee provided Lessee cancels with 24 hrs notice provided weather.com is forecasting a 40% or greater chance of rain. All non-weather related cancellations shall be with 72 hrs notice and shall forfeit deposit.
- 4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.
- 5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.
- 6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.
- 7. Fulfillment:** Should OMG be unable to fulfill any or all of its rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages and treble damages shall not exceed the total amount of the rental as stated on the contract.
- 8. Laws and Ordinances:** Lessee agrees to comply with laws, ordinances and/or regulations that apply to the use of the rental equipment during the rental period. **Customer agrees to pay for all permits, fines and fees arising from Customer's use and operation of the rental equipment.**
- 9. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
- 10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.
- 11. Entire Agreement:** This Agreement along with the checklist constitutes the full agreement between OMG AKRON INC. and RENTAL CUSTOMER. Any prior agreements, not expressly set forth herein shall be of no force or effect. 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 this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

**%signature%** \_\_\_\_\_

Signature

**Erin Yerkey** \_\_\_\_\_

Printed Name

**%signeddate%** \_\_\_\_\_

Date

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

\_\_\_\_\_

Expiration

CCV

\_\_\_\_\_

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Erin Yerkey **Order Date:** 5/26/2017 **Order #:** 2195895

<b>Grand Total:</b>	<b>\$ 851.70</b>
<b>Amount Paid:</b>	<b>\$ 0.00</b>
<b>Amount Due:</b>	<b>\$ 851.70</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 9:00am- 2:00pm</p> <p><b>Delivery</b></p>	<p><b>Erin Yerkey</b>Otic C Hatton Elementary PTA</p> <p>(330) 990-0938</p> <p>1933 Baker Akron, OH 44312</p>	<p>DELIVERY BY 9 AND PICKUP AFTER 2</p> <p>REPEAT CUSTOMER KNOWS YOU WILL CONTACT FOR SET UP TIME AND WILL HAVE CHECK FOR BALANCE IN FULL AS IN THE LAST FIVE YEARS</p> <p>Customer will provide adult supervision as well as power unless otherwise noted.</p> <p>Friday 5/26/2017 Order #2195895 Due: 851.70</p>	<p>Bounce House (Large 15' x 15' 190lbs)(1), Include Delivery(1), 40' Obstacle Course (387 lbs)(1), Include Delivery(1), 18' Slide(1), Include Delivery(1)</p> <p><b>Surface:</b> Grass</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545





# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 10:00am - 1:00pm**    Order Type: **Delivery**  
Office: **Akron**

**Event Location:** Shaw JCC  
Kim Garra Shaw JCC  
750 White Pond Dr  
Akron, OH 44320  
**Phone 1: Phone 2:** (310) 213-3338

**Event Start Time: 10:00am**  
**Event End Time: 1:00pm**  
**\*Delivery and tear-down times** may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.

**Deposit Due:**  $\%ctr\_deposit\_due\%$   
**Amount Paid:**  $\%ctr\_amount\_paid\%$   
**Balance Due:**  $\%ctr\_balance\_due\%$

**Order #:** 2194935  
**Surface:** Grass

**EVENT NOTES:** DELIVERY BEFORE 10A, PICKUP AFTER 1P. Customer will provide adult supervision as well as power unless otherwise noted. TAX WILL BE REMOVED USING TAX ID #

Item	Qty	Total
<b>Bounce House (Large 15' x 15' 190lbs)</b>	<b>1</b>	<b>\$159.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>30' Obstacle Course (310 lbs)</b>	<b>1</b>	<b>\$299.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>Generator to run (2) items</b>	<b>1</b>	<b>\$69.00</b>

<b>Rental total:</b>	\$657.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$124.50
<b>Sales Tax:</b>	% \$0.00
<b>Sub-total:</b>	\$ 532.50
<b>TOTAL:</b>	<b>\$532.50</b>

**1. Identity of parties:** For the purposes of this Rental Agreement, "Ohio Mobile Gaming", "Lessor" and "OMG" shall mean OMG Akron Inc., its owners, officers, directors, shareholders, employees, contractors, and agents. "Customer" or "Renter" or "Lessee" shall be synonymous.



**%signeddate%**

Date

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Kim Garra **Order Date:** 5/26/2017 **Order #:** 2194935

<b>Grand Total:</b>	<b>\$ 532.50</b>
<b>Amount Paid:</b>	<b>\$ 155.23</b>
<b>Amount Due:</b>	<b>\$ 377.27</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 10:00am- 1:00pm</p> <p><b>Delivery</b></p>	<p><b>Kim Garra</b> Shaw JCC (310) 213-3338</p> <p><b>Shaw JCC</b> 750 White Pond Dr Akron, OH 44320</p>	<p>DELIVERY BEFORE 10A, PICKUP AFTER 1P. Customer will provide adult supervision as well as power unless otherwise noted. TAX WILL BE REMOVED USING TAX ID #</p> <p>Friday 5/26/2017 Order #2194935 Due: 377.27</p>	<p>Bounce House (Large 15' x 15' 190lbs)(1), Include Delivery(1), 30' Obstacle Course (310 lbs)(1), Include Delivery(1), Generator to run (2) items(1)</p> <p><b>Surface:</b> Grass</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545



# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 12:30pm - 2:30pm**    Order Type: **Video Game Party**    Office: **Akron**

**Event Location:** Summit Academy  
 Kelly Addressi Summit Academy Canton Elementary  
 1620 Market Ave S  
 canton, OH 44707  
**Phone 1: Phone 2:** (330) 458-0393

**Event Start Time: 12:30pm**  
**Event End Time: 2:30pm**  
*\*Delivery and tear-down times may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.*

**Deposit Due:**  $\$ \%ctr\_deposit\_due\%$   
**Amount Paid:**  $\$ \%ctr\_amount\_paid\%$   
**Balance Due:**  $\$ \%ctr\_balance\_due\%$

**Order #:** 2077959  
**Surface:** Grass

**EVENT NOTES:** AKRON MVGT & DELIVERY - 123-230pm. , grass Customer will provide adult supervision as well as power unless otherwise noted.

Item	Qty	Total
<b>Bounce House (Large 15' x 15' 190lbs)</b>	<b>1</b>	<b>\$159.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>Akron Video Game Truck</b>	<b>1</b>	<b>\$299.00</b>
<b>Delivery is included with this item!</b>	<b>1</b>	<b>\$0.00</b>
<b>GIANT XXL Game Package</b>	<b>1</b>	<b>\$499.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>

<b>Rental total:</b>	\$1,087.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$178.70
<b>Sales Tax:</b>	% \$0.00
<b>Sub-total:</b>	\$ 908.30
<b>TOTAL:</b>	<b>\$908.30</b>

**1. Identity of parties:** For the purposes of this Rental Agreement, "Ohio Mobile Gaming", "Lessor" and "OMG" shall mean OMG Akron Inc., its owners, officers, directors, shareholders, employees, contractors, and agents. "Customer" or "Renter" or "Lessee" shall

be synonymous.

**2. Safety/Operating Instructions:** The Lessee understands that the rental equipment must be monitored at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is the Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable, included in the safety box as well as further defined within the training instruction video <http://www.ohiomobilegaming.com/instructions/> which must be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <http://www.ohiomobilegaming.com/checklists/>

**3. Weather and other cancellation provisions:** Ohio Mobile Gaming cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather. A rain check for Lessee's deposit shall be given to Lessee provided Lessee cancels with 24 hrs notice provided weather.com is forecasting a 40% or greater chance of rain. All non-weather related cancellations shall be with 72 hrs notice and shall forfeit deposit.

**4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

**5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**7. Fulfillment:** Should OMG be unable to fulfill any or all of its rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages and treble damages shall not exceed the total amount of the rental as stated on the contract.

**8. Laws and Ordinances:** Lessee agrees to comply with laws, ordinances and/or regulations that apply to the use of the rental equipment during the rental period. **Customer agrees to pay for all permits, fines and fees arising from Customer's use and operation of the rental equipment.**

**9. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.

**11. Entire Agreement:** This Agreement along with the checklist constitutes the full agreement between OMG AKRON INC. and RENTAL CUSTOMER. Any prior agreements, not expressly set forth herein shall be of no force or effect. 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 this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

%signature%

Signature

Kelly Addressi

Printed Name

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

Expiration

\_\_\_\_\_

CCV



**%signeddate%**

Date

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Kelly Addressi **Order Date:** 5/26/2017 **Order #:** 2077959

<b>Grand Total:</b>	<b>\$ 908.30</b>
<b>Amount Paid:</b>	<b>\$ 908.30</b>
<b>Amount Due:</b>	<b>\$ 0.00</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 12:30pm-2:30pm</p> <p><b>Video Game Party</b></p>	<p><b>Kelly Addressi</b> Summit Academy Canton Elementary</p> <p>(330) 458-0393</p> <p><b>Summit Academy</b> 1620 Market Ave S canton, OH 44707</p>	<p>AKRON MVGT &amp; DELIVERY - 123-230pm. , grass Customer will provide adult supervision as well as power unless otherwise noted.</p> <p>Friday 5/26/2017 Order #2077959 Due: 0.00</p>	<p>Bounce House (Large 15' x 15' 190lbs)(1), Include Delivery(1), Akron Video Game Truck(1), Delivery is included with this item!(1), GIANT XXL Game Package(1), Include Delivery(1)</p> <p><b>Surface:</b> Grass</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545



# OHIO MOBILE GAMING RENTAL CONTRACT

1643 Massillon Rd. Unit C Akron OH 44312    330-745-4545

Order Date: **Friday 5/26/2017 11:00pm - 11:45pm**    Order Type: **Delivery**  
Office: **Akron**

**Event Location:** Akron University FIELD HOUSE  
Melanie Curlee Firestone High PTSA  
302 Buchtel Mall  
Akron, OH 44304  
**Phone 1: Phone 2:** (330) 703-6788

**Event Start Time: 11:00pm**  
**Event End Time: 11:45pm**  
*\*Delivery and tear-down times may occur several hours outside of event times unless noted otherwise. **Customer pick-ups & returns** will follow the schedule listed in **event notes**.*

**Deposit Due: \$%ctr\_deposit\_due%**  
**Amount Paid: \$%ctr\_amount\_paid%**  
**Balance Due: \$%ctr\_balance\_due%**

**Order #:** 2070085  
**Surface:** Indoor

**EVENT NOTES:** AFTER PROM - Delivery 10-11pm, setup by 1130 start, tear-down at 3am. REPEAT VIP CUSTOMER. Customer will provide adult supervision as well as power unless otherwise noted.

Item	Qty	Total
<b>68' Obstacle Course (2-parts,2 blowers)</b>	<b>1</b>	<b>\$499.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>Mechanical Bull *</b>	<b>1</b>	<b>\$995.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>
<b>Surfing Simulator *</b>	<b>1</b>	<b>\$795.00</b>
<b>Include Delivery</b>	<b>1</b>	<b>\$65.00</b>

<b>Rental total:</b>	\$2,484.00
<b>Staffing:</b>	\$0.00
<b>Delivery &amp; Set-up:</b>	\$0.00
<b>Misc Fees:</b>	\$0.00
<b>Discount:</b>	\$272.60
<b>Sales Tax:</b>	% \$0.00
<b>Sub-total:</b>	\$ 2,211.40
<b>TOTAL:</b>	<b>\$2,211.40</b>

**1. Identity of parties:** For the purposes of this Rental Agreement, "Ohio Mobile Gaming", "Lessor" and "OMG" shall mean OMG Akron Inc., its owners, officers, directors, shareholders, employees, contractors, and agents. "Customer" or "Renter" or "Lessee" shall

be synonymous.

**2. Safety/Operating Instructions:** The Lessee understands that the rental equipment must be monitored at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is the Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable, included in the safety box as well as further defined within the training instruction video <http://www.ohiomobilegaming.com/instructions/> which must be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <http://www.ohiomobilegaming.com/checklists/>

**3. Weather and other cancellation provisions:** Ohio Mobile Gaming cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather. A rain check for Lessee's deposit shall be given to Lessee provided Lessee cancels with 24 hrs notice provided weather.com is forecasting a 40% or greater chance of rain. All non-weather related cancellations shall be with 72 hrs notice and shall forfeit deposit.

**4. General Release/indemnity/hold harmless:** Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

**5. Disclaimer of Consequential Damages:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

**6. Disclaimer of Warranties:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

**7. Fulfillment:** Should OMG be unable to fulfill any or all of its rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages and treble damages shall not exceed the total amount of the rental as stated on the contract.

**8. Laws and Ordinances:** Lessee agrees to comply with laws, ordinances and/or regulations that apply to the use of the rental equipment during the rental period. **Customer agrees to pay for all permits, fines and fees arising from Customer's use and operation of the rental equipment.**

**9. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**10. Customer Returns:** Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees.

**11. Entire Agreement:** This Agreement along with the checklist constitutes the full agreement between OMG AKRON INC. and RENTAL CUSTOMER. Any prior agreements, not expressly set forth herein shall be of no force or effect. 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 this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

%signature%

Signature

Melanie Curlee

Printed Name

\_\_\_\_\_

Credit Card or Check Number

\_\_\_\_\_

Expiration

\_\_\_\_\_

CCV

**%signeddate%**

Date

Billing Address

**Received By:** \_\_\_\_\_



# Payment Receipt

**Customer:** Melanie Curlee **Order Date:** 5/26/2017 **Order #:** 2070085

<b>Grand Total:</b>	<b>\$ 2,211.40</b>
<b>Amount Paid:</b>	<b>\$ 729.76</b>
<b>Amount Due:</b>	<b>\$ 1,481.64</b> as of 5/24/2017

## Order Summary

<p><b>Akron</b></p> <p>Friday 11:00pm- 11:45pm</p> <p><b>Delivery</b></p>	<p><b>Melanie Curlee</b> Firestone High PTSA</p> <p>(330) 703-6788</p> <p><b>Akron University FIELD HOUSE</b></p> <p>302 Buchtel Mall Akron, OH 44304</p>	<p>AFTER PROM - Delivery 10-11pm, setup by 1130 start, tear-down at 3am. REPEAT VIP CUSTOMER. Customer will provide adult supervision as well as power unless otherwise noted.</p> <p>Friday 5/26/2017 Order #2070085 Due: <b>1,481.64</b></p>	<p>68' Obstacle Course (2-parts,2 blowers)(1), Include Delivery(1), Mechanical Bull *(1), Include Delivery(1), Surfing Simulator *(1), Include Delivery(1)</p> <p><b>Surface:</b> Indoor</p> <p><a href="#">Event Contract</a></p>
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## Contact Us

**Akron:** 330.745.4545

