



A Kansas Amusement Ride Act Compliant Company  
 11121 W. 87th Terrace, Overland Park, Kansas, 66214  
 Phone: 913-642-0900 Fax: 1-888-310-0031  
 www.CarnivalLady.com

**RENTAL & ENTERTAINMENT AGREEMENT (Page 1)**

Fed ID# 48-1244510

We accept payment by cash, check, ACH transfer or credit card.  
 If you choose to pay by credit card, a convenience fee will be added.  
 You must request a link to be sent to you for an ACH transfer or credit card payment.

Contract Created: 04/05/2018  
 Dunk the Principal  
 Customer and Contact Name:  
 Raytown South Middle School [2018 Danita Goodloe]  
 8401 E 83rd St  
 Raytown, Missouri 64138  
 Contact Phone: 816-268-7380 BS  
 Customer Phone: 816-268-7380 S  
 Email: danita.goodloe@raytownschools.org

**Billing Summary:**

Sub-Total:	\$275.00
Total:	\$275.00
Deposit Required:	\$100.00
Deposit Due By:	04/13/2018
Balance Remaining Before Deposit:	\$ 275.00
Balance Due By:	05/10/2018

Event Location:  
 On Site  
 8401 E 83rd St  
 Raytown, Missouri 64138  
 United States

Event Date(s):  
 Thursday, May 10th, 2018 5:30PM to  
 Thursday, May 10th, 2018 8:00PM

Number of Guests: Surface: Grass

Event Notes: \*Day of event contact is Carl Calcara at 816-335-5167. DRIVER CALL CARL WHEN YOU ARRIVE. HE WILL DIRECT YOU TO THE SETUP LOCATION.

Delivery waived for weekday event.

Adults only allowed in Dunk Tank.

\*Carefully read all equipment instructions for important set up and safety requirements.

\*Customer acknowledges and accepts the services described, and authorizes payment for this contract.

\*Delivery included

\*Equipment attendants to be provided by customer.

\*For the safety of all participants enjoying your event, adult supervision of equipment is required.

**Services/Equipment Rented**

**Water Play**

- Dunk Tank \$275.00

**RENTAL & ENTERTAINMENT AGREEMENT (Page 2)**  
**RENTER: Raytown South Middle School EVENT DATE: Thu, 05/10/2018**

- RENTER HAS READ THE FOREGOING RENTAL & ENTERTAINMENT AGREEMENT (Page 1) IN ITS ENTIRETY, SPECIFICALLY THE EVENT DATE AND TIMES, ITEMS RENTED AND RENTAL COST, AND UNDERSTANDS/AGREES TO ALL OF THE SPECIFIC DETAILS OF THE EVENT RENTAL DESCRIBED THEREIN.
- Renter acknowledges that Creative Carnivals & Events, LLC has provided Renter with Safety Rules and Requirements for equipment leased herein, and that these Safety Rules and Requirements shall be provided/posted for Renter's guests, invitees, and other persons during the entire time that the equipment is under Renter's care, custody or control.
- Due to Liability concerns, Creative Carnivals & Events, LLC should be notified by Renter of any other inflatable or equipment rental companies participating in the same event. Creative Carnivals & Events, LLC reserves the right to refuse to set up any event where additional inflatable companies are utilized.
- Renter agrees that the rented equipment described herein will at all times remain the property of Creative Carnivals & Events, LLC.
- Renter agrees to return rented equipment described herein in as good condition as when Renter received it, ordinary wear and tear excepted.
- Renter understands and agrees that this is an agreement of renting only and not of sale, with the exception of consumable items provided by Creative Carnivals & Events, LLC.
- In the event that Renter fails to return rented equipment at the agreed time, or fails to abide by any terms of this agreement, Creative Carnivals & Events, LLC may repossess said equipment without notice to Renter and Creative Carnivals & Events, LLC will hereby be released from any claims arising therefrom.

**PAYMENTS AND FEES**

- Renter agrees to pay to Creative Carnivals & Events, LLC any deposit included in the Billing Summary section of the foregoing Rental & Entertainment Agreement (Page 1) by the due date shown and understands that failure to do so may forfeit the rental agreement.
- Renter agrees to pay the Balance Remaining in the Billing Summary section of the foregoing Rental & Entertainment Agreement (Page 1) upon completion of the event rental or upon receipt of a final invoice from Creative Carnivals & Events, LLC in the event of additional charges being added after the event rental.
- Renter understands that any balance due beyond 30 days of the event date will incur a late fee of 1 1/2 % of the Balance Due each month that it continues to remain unpaid.
- Renter understands/agrees that any additional forms/contracts required by Renter Organization for this event rental (over and beyond W-9 form or insurance forms) may incur a \$25.00 form fee to cover additional administrative costs incurred by Creative Carnivals & Events, LLC.
- Renter understands and agrees that any rented equipment returned wet or unclean to Creative Carnivals & Events, LLC will incur a drying or cleaning charge (minimum \$50.00).
- Renter understands and agrees that there is a \$35 fee for a returned check. There may also be an additional \$25 administrative fee to cover costs for additional paperwork and collections.
- IF RENTER ORGANIZATION IS TAX EXEMPT, A CURRENT STATE TAX-EXEMPT ENTITY EXEMPTION CERTIFICATE MUST ACCOMPANY PAYMENT.

**WEATHER AND CANCELLATION POLICIES**

- Renter acknowledges and understands that Creative Carnivals & Events, LLC has the right to refuse to set up rental equipment during questionable or inclement weather conditions (i.e. rain, lightning, winds over 20 miles per hour) where the safety of those using said rental equipment may be compromised. Any deposit having been paid in such an event is NOT refundable, but will be applied to a rescheduled rental within one calendar year of the original event date, pending equipment availability.
- Once Renter has executed a signed agreement with Creative Carnivals & Events, LLC, excessive changes (time changes, equipment changes, etc.) may incur additional administrative fees of \$25.00.
- Renter understands/agrees that cancellation of an event for any reason other than weather or unpreventable natural causes will result in the forfeiture of 20% of the total event price (minimum \$50.00). Any deposit amount previously paid in excess of this amount will be held as a credit to be applied to a rescheduled rental within one year of the original event date.
- Renter understands/agrees that any cancellation or schedule change occurring within 2 weeks of the event date, except those necessitated by weather conditions or unpreventable natural causes, will result in the forfeiture of any deposit paid or payment of 40% of the total balance due.
- A \$50.00 administrative fee will be incurred on any event that cancels for reasons other than weather or unpreventable natural causes within 1 week after initiating a contract with Creative Carnivals & Events, LLC.
- Wedding Rentals - with a 24-hour notice of cancellation, the deposit will be refundable less a \$50.00 administrative fee.

RENTER (ORGANIZATION NAME) RAYTOWN SCHOOL DISTRICT

BY (SIGNATORY): \_\_\_\_\_

DATE: 4/18/18

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (Page 3)**

**RENTER: Raytown South Middle School    EVENT DATE: Thu, 05/10/2018**

In Consideration of the foregoing Rental & Entertainment Agreement, Renter desires to rent from Creative Carnivals & Events, LLC, a Kansas limited liability company, its affiliate members, managers and employees (collectively "Creative Carnivals & Events, LLC") certain equipment (inflatable and/or other equipment) to be used by Renter, Renter's guests, invitees or other persons while in Renter's possession. Renter understands that use of this equipment is an inherently dangerous activity which may, by its nature, cause injury or harm to Renter, Renter's guests, invitees, or other persons. Renter acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the equipment leased herein during the entire time that the equipment is under Renter's care, custody or control. Renter warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the equipment leased herein. Renter further agrees that he/she/it is responsible for the full value of the equipment leased herein in the event the equipment is lost, stolen or damaged while in Renter's care, custody or control. Creative Carnivals & Events, LLC makes no warranties or representations, express or implied, about the safety of any of the equipment leased.

In further consideration of this Rental & Entertainment Agreement:

Renter hereby releases, waives, and discharges Creative Carnivals & Events, LLC, including its agents, servants, employees, officers, directors, and shareholders, from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the equipment leased herein where such claims arise due to negligence on the part of Renter, Renter's guests, invitees or other persons attending Renter-sponsored event. This release is intended to discharge Creative Carnivals & Events, LLC from all liability for any injury to any and all person(s) and any and all property connected with the lease of the equipment specified herein where such liability arises due to negligence on the part of Renter, Renter's guests, invitees or other persons attending Renter-sponsored event. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, loss of enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage regardless of how such injury or damage is called or characterized. Renter waives all rights to sue Creative Carnivals & Events, LLC for any injury a child or adult may suffer due to negligence on the part of Renter, Renter's guests, invitees, or other persons attending Renter-sponsored event. Renter shall be in full charge of the safe use and operation of the equipment leased herein. Renter acknowledges that Creative Carnivals & Events, LLC has provided Renter with safety rules and requirements for all equipment leased herein, and that these safety rules and requirements shall be provided or posted for Renter's guests, invitees and other persons during the entire time that the equipment is under Renter's care, custody or control. Renter further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect. This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Renter understands and agrees that no additional oral representations or statements have been made by Creative Carnivals & Events, LLC to representations set forth herein.

I (We) have read and understand the foregoing.

Renter (Organization Name): RAYTOWN SCHOOL DISTRICT

By (Signatory): [Signature] Date: 5/18/18



Creative Carnivals & Events, LLC  
 Phone: 913-642-0900  
 Fax: 1-888-310-0031  
 Email: [sondra@carnivallady.com](mailto:sondra@carnivallady.com)  
[www.CarnivalLady.com](http://www.CarnivalLady.com)

**Invoice 11178**  
 Invoice Date: 04/05/2018  
 Due Date: 04/13/2018

Billing Info
Raytown South Middle School ATTN: 2018 Danita Goodloe 8401 E 83rd St Raytown, Missouri 64138 816-268-7380 BS

Event Info	
On Site 8401 E 83rd St Raytown, Missouri 64138	Start: Thu, 05/10/2018 End: Thu, 05/10/2018
We accept payment by cash, check, ACH transfer or credit card. If you choose to pay by credit card, a convenience fee will be added. You must request a link to be sent to you for an ACH transfer or credit card payment.	

Item	Qty	Total \$
Dunk Tank	1	\$275.00
	<b>Total</b>	<b>\$275.00</b>
	<b>Payments Received</b>	<b>\$0.00</b>
	<b>Remaining Balance</b>	<b>\$275.00</b>
	<b>Minimum Due</b>	<b>\$100.00</b>

Creative Carnivals & Events, LLC, 11121 W. 87th Terrace, Overland Park, Kansas 66214

## DUNK TANK WITH BACKDROP OPTIONS

**IMPORTANT: NEVER LEAVE A FILLED DUNK TANK UNATTENDED!**

### REQUIREMENTS:

- 2 Attendants
- Must be able to drive up to Tank Drop Off (Outdoor Use Only)
- Recommended play time is 3 Throws
- 6L x 10W x 12H
- 1 Garden Hose within reach of Tank (provided by customer)
- Average fill time is 45 minutes with normal water pressure. You need to fill it to the top of the tank.
- Fire Dept. may fill but from hydrant only, not from pumper truck
- If filling with hot water, fill ½ cold first, then continue with hot water
- Water must be released immediately at end of event so as not to incur an extra \$20 draining fee.
- Recommended Participant Ages: Elementary through Adult with **ADULTS ONLY IN THE DUNK TANK**
- Participants must be physically fit and over 5'5" tall
- Participants must wear water shoes while in the dunk tank
- 3 throwing balls provided by Creative Carnivals & Events

### PLEASE...

- Tank must be filled to the very top before its use.
- Remove: shoes; food, gum or retainers from mouth; eye glasses; watches, earrings and necklaces.
- Adults only in dunking area.
- Must wear swim wear.
- Place items in your shoes after removing your shoes.
- Not responsible for lost or stolen articles.
- Do not enter Tank unless Operator is present.
- Enter water in sitting position only.
- No standing on seat.
- Operator can terminate play for not following rules.
- Participants should not engage in a Game if they have any of the following conditions: Current or previous injury to the back or neck; Chronic knee or other joint conditions; Any respiratory conditions, including but not limited to asthma or bronchitis; Any heart related or circulatory conditions or Pregnancy.

### OPERATOR AWARENESS:

- Adult Operators are required for safe use of Tank.
- Operator should point out and make participants aware of the posted warning labels and safety rules.
- Operator should remove all debris from the area prior to allowing participants on the Game.
- Operator should keep all spectators outside the Game and maintain at least a 3 foot perimeter around it.
- Water will leak from unit. Refill if water level is lower than 6" from top of tank.
- **IMPORTANT – NEVER RUN, LEAP, SKIP, TUMBLE OR BOUNCE OFF ANY GAME ONTO FLOOR OR GROUND. DOING SO CAN CAUSE SEVERE INJURY!**
- Silly string or like products are not permitted in any event where Inflatable Games are being used.
- Duct tape may not be used to secure electrical cords or to post rules on games; consult CC&E for alternatives.
- Creative Carnivals & Events, LLC. Not Responsible For Loss or Injury.