



# The Fun Ones

257 Commonwealth Dr., Carol Stream, IL 60188  
 Phone: (630) 495-3200 Fax: (630) 544-2833 Emergency: (630)901-FUN1 (3861)  
 Website: www.thefunones.com Email: fun@thefunones.com

ORDER #: 52533	IIT- Union Board Lopez, Carlos	cell Carlos (708)953-5171	EVENT START: Fri, Mar, 03, 2017	EVENT END: Fri, Mar, 03, 2017
BILL TO: 3201 S. State St., Chicago, IL 60616	DELIVER TO: IIT-McCormick Tribune Community Center 3201 S. State Street, Chicago, IL 60616	2nd # (630)890-2325	START TIME: 9:00 pm	END TIME: 1:00 am
		PAYMENT METHOD:	SALES PERSON: Sue S.	DATE ORDERED: Fri, Dec, 02, 2016
DELIVERY METHOD: Delivery	DELIVERY ARRIVAL WINDOW: Date: Fri, Mar, 03, 2017 Time: 5:00-7:00 PM	PICKUP ARRIVAL WINDOW: Date: Sat, Mar, 04, 2017 Time: 8:00-11:00 AM	CONTACT EMAIL ADDRESS: clopez13@hawk.iit.edu	

## Installation Notes:

Set up is in the McCormick Tribune Campus Center  
 Site map for placement of equipment attached with load in doors marked.  
 Pick up following morning ok

Qty	Description	Unit Price	Bill. Days	Total
*NOTES				
1	NOTE - Indoor Set-Up	\$0.00	1	\$0.00
1	NOTE - Invoiced Client	\$0.00	1	\$0.00
1	NOTE - Private Event	\$0.00	1	\$0.00
1	NOTE - Venue Load In / Out	\$100.00	1	\$100.00
1	NOTE - Early Stop - Saturday & Sunday For pick up Saturday	\$0.00	1	\$0.00
ARCADE				
1	ARC - Video Game Asteroids Deluxe Client will provide 1 separate 20 amp circuit of electricity within 6ft. Space required: 6'x 6' x 7'. Requires a 32"doorway to get through.	\$295.00	1	\$295.00
1	ARC - Video Game Galaga Client will provide 1 separate 20 amp circuit of electricity within 6ft. Space required: 7 x 6 x 6. Requires a 32"doorway to get through.	\$295.00	1	\$295.00
1	ARC - Video Game Centipede Plus Client will provide 1 separate 20 amp circuit of electricity within 6ft. Space required: 7 x 6 x 6. Requires a 32"doorway to get through.	\$295.00	1	\$295.00
1	ARC - Video Game Arcade Legends #01 Client will provide 1 separate 20 amp circuit of electricity within 6ft. Space required: 3Lx3Wx6H. Requires a 32"doorway to get through.	\$295.00	1	\$295.00
1	ARC - Video Game Classic Arcade #01 Client will provide 1 separate 20 amp circuit of electricity within 6ft. Space required: 7 x 6 x 6. Requires a 32"doorway to get through.	\$295.00	1	\$295.00
1	ARC - Video Game Williams Multicade Classics Client will provide 1 separate 20 amp circuit of electricity within 6ft. Space required: 7 x 6 x 7. Requires a 32"doorway to get through.	\$295.00	1	\$295.00
ATTENDANTS				
1	Attendant Travel	\$40.00	1	\$40.00
CONCESSIONS				
1	CON - Cotton Candy Machine #06 Requires 1 separate circuit of 20 amps of electricity within 5 ft and a table for set up.	\$85.00	1	\$85.00

CONCESSIONS				
	<i>Includes 75 servings PINK</i>			
5	CON - Cotton Candy Add'l Kit - BLUE	\$20.00	1	\$100.00
	<i>Additional 75 servings</i>			
4	CON - Cotton Candy Add'l Kit - PINK	\$20.00	1	\$80.00
	<i>Additional 75 servings</i>			
DISCOUNTS				
1	Discount - Customer Loyalty	(\$825.00)	1	(\$825.00)
INTERACTIVE GAMES				
1	INT - 1ON1 - Pedestal Joust 4 Way	\$595.00	1	\$595.00
	<i>Client will provide 1 separate 20 amp circuit of electricity within 80ft. Space required: 20'Lx20'Wx 10'H</i>			
LASER TAG				
1	INT - 1ON1 - Laser Tag #01	\$895.00	1	\$895.00
	<i>Client will provide 1 separate 20 amp circuit of electricity within 80ft. Comes with 8 guns and 8 head pieces</i>			
1	INT - 1ON1 - Laser Tag Bunker Field	\$0.00	1	\$0.00
	<i>Client will provide 1 separate 20 amp circuit of electricity within 80ft.</i>			
1	Attendant - Friday	\$0.00	1	\$0.00
PHOTO BOOTH				
1	AV - Photo Booth Deluxe #02	\$895.00	1	\$895.00
	<i>SET UP AS OPEN AIR</i>			
	<i>Client will provide 1 separate 20 amp circuit of electricity within 6ft as well as a table top for the props.</i>			
	<i>Space required:5Lx3Wx7H. Requires a 32" doorway to get through.</i>			
	<i>Additional onsite hourly rental is \$150.</i>			
	<i>SPACE THEMED EVENT</i>			
1	Attendant - Friday	\$0.00	1	\$0.00

**Items Subtotal: \$3,735.00**

**Delivery Fee: \$135.00**

**TOTAL: \$3,870.00**

**Amount Paid: \$0.00**

**Balance Due: \$3,870.00**

### Customer Notes:

Customer to provide electricity- see items for number of circuits and distance.

Customer to provide a site layout drawing ahead for the placement of the equipment including power sources.

Fun Ones will supervise the Laser Tag and Photo Booth activities.

Customer to provide supervision for all other items.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, **INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON ALL PAGES**, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORISED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

### TIPS APPRECIATED

[[SertifiSignature\_1]]

Customer Signature \_\_\_\_\_

[[SertifiDate\_1]]

Date \_\_\_\_\_

Lessee agrees to be bound by the terms and conditions of this agreement.

### TERMS AND CONDITIONS

**\*NOTE: Driver pick-up time is approximate. Driver may arrive as early as the "end time" of the event or as late as 11 pm to pick up the equipment. Customer is responsible for all equipment until it is picked up by our driver.**

**1. General Release/Indemnity/Hold Harmless:** I, the undersigned, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing, or colliding, emotional injury, paralysis, distress, damage or death to any participant. Customer shall defend, indemnify, and hold The Fun Ones/Lessor harmless against any and all liability, loss, expense, including but not limited to attorney's fees and court costs, or claims for injury or damages, arising out of the performance of this agreement; but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent acts or omissions of the customer, including its officials, agents, employees, volunteers, patrons, participants, and invites. In the event I, the undersigned or any of my participants file a lawsuit against The Fun Ones, it is agreed to do so solely in the State of Illinois. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I, the undersigned, acknowledge that there is safety and operating instructions on the equipment delivered and agree to read those instructions and operate the equipment, or allow the equipment to be operated or used, in

accordance with those instructions. Customer further acknowledges and understands that if The Fun Ones has not agreed to nor have they provided any operators with this rented equipment, the customer is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment, especially the INFLATABLE Unit. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

**2. Safety:** Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation and use of the Rental Equipment, and are fully responsible for its safe operation and installation if they picked up the unit as well as the return of the Rental Equipment in good working order. Customer acknowledges and agrees that Lessor is not responsible for any injury occurring to Customer, or any guests of Customer or to any other persons using the Rental Equipment if the Lessor has not provided operators, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Customer. Customer further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Customer. Since this additional service is provided to Customer as a courtesy by Lessor, and so long as Lessor advises Customer, in writing, after Customer requests, with the name and address of the supplier or any specific item, Customer specifically agrees to waive and release, Indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

**3. Cancellation Policy:** All reservations with THE FUN ONES require a NON-REFUNDABLE and NON-TRANSFERABLE deposit in advance of the event. The deposit amount will be applied to the total charges due. The deposit is 50% of the total. We do allow cancellations of outdoor equipment, scheduled for use outdoors only. Cancellations must happen between 8am and Noon the day prior to the start of the arrival window if the cancellation is due to inclement weather (greater than 50% chance of rain for the hours of the event based on [www.weather.com](http://www.weather.com) <<http://www.weather.com>>). At that time, you will have the option to cancel your reservation without loss of your deposit. Cancellations can not be made via email, voicemail or fax. Should you cancel anytime after Noon the day prior to the start of the arrival window you will be charged 50% of the full rental fee for the event. Should you cancel once the vehicle containing your order leaves the warehouse, you will be charged the full rental fee for the event. Rescheduling an event is allowed up to 3 weeks prior to your event. Deposit amounts can be used for rescheduling within 12 months of the original event date. Rescheduling less than 7 days before the delivery date will result in a rescheduling fee of the greater of \$50 or 10% of the equipment fees. THE FUN ONES will not be responsible for any occurrences of any type outside of THE FUN ONES physical control. No refunds, credits, or discounts will be issued for any occurrences outside of THE FUN ONES physical control resulting in any equipment or service not being able to be used or being cancelled or refused by the customer.

[[SertifInitial\_1]]

### Initials

By initialing above I, the renter, understand and agree to abide by the cancellation policy stated above.

## ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the first page of this Rental Agreement and General Release and in addition to all of the terms and conditions set forth on the front side of this agreement, the parties do further agree as follows:

**4. Identity of parties:** For the purposes of this Rental Agreement, "Lessor" or "THE FUN ONES" shall mean THE FUN ONES, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "ordered by" and/or "customer" boxes on the front side of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

**5. Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from THE FUN ONES, as Lessor, that certain equipment described on the front side of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as "Rental Period" on the front side of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by Lessor. Lessor cannot guarantee weather conditions, and if the Equipment is delivered by Lessor and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if weather conditions prohibit safe use of the Equipment, or if Customer otherwise elects not to use the Equipment due to weather or any other causes.

**6. Delivery:** Lessor shall deliver the Rental Equipment to the street address specified by Customer as listed on the front side of this Agreement. Customer grants to Lessor the right to enter the property at the said street address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. Delivery is to ground floor only. Customer is responsible for moving equipment up and down any stairs. Cashiers Check, Money Order or Cash for the balance is due when the driver arrives to set-up the equipment. If the cashiers check/money order/cash is not ready when the driver arrives, the driver reserves the right to go to their next event and set up your event after they are done with all of their other deliveries, and no guarantees will be made that your equipment will be set up at the start of your event. Although Lessor will endeavor to minimize damage to lessee's lawn, plantings, sprinklers, underground utilities and premises generally (including power failures and other hazards), lessee assumes the risk and release's Lessor from liability for any such damages that may occur. Lessee shall advise Lessor as to the existence and location of any underground cables, sprinklers, pipes conduits, etc.. In the absence of such advice, Lessor can assume that no such underground obstructions exist and releases Lessor from any liability for such damage. **Electricity:** Lessee will provide readily accessible power outlets of sufficient capacity within 80 feet of installation to safely operate all electrical facilities proposed herein.

**7. Receipt/Inspection of Rental Equipment:** Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer will inspect the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs or any damage is found. Furthermore, the Customer agrees to contact the Lessor to report any damages prior to the end of their rental period.

**8. Possession/Title:** Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Lessor. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Lessor the full equipment value for such Equipment as listed on the front side of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessor. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of the Lessor's delivery of the items, until Lessor picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Lessor immediately. For each day after the "Rental Period" the equipment is not returned, customer agrees to pay an additional days rental for each piece of equipment. Client authorizes The Fun Ones to charge their credit card for any loose pieces (ex. Balls, Snow cone bottles, game supplies, money machine supplies, Bingo supplies, and other) that are not returned at the time the driver picks up their equipment after their event. If a credit card is not on file. Client agrees to send a check within 3 business days.

**9. Care of the Rental Equipment:** Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the equipment value. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as sand, candy, duck tape, chemicals, food, paint, silly string (see Paragraph 10), mud, clay, or other materials. A minimum fee of seventy-five dollars will be applied to the charge card on the agreement if cleaning is required. Cleaning fees will be determined by actual time spent cleaning the equipment.

**10. Equipment Problems:** Should any equipment develop a problem, or does not function correctly at any time, or Customer does not understand the operating instructions, Customer agrees to immediately cease use of that equipment and contact the Lessor immediately. In particular, if the equipment includes an INFLATABLE, and the INFLATABLE unit begins to deflate, customer will immediately have the riders exit the INFLATABLE and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the INFLATABLE unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully reinflate the INFLATABLE prior to permitting anyone to use the unit; 4) If you cannot correct the problem, call our emergency number at the top of this agreement.

**11. Specific Rules and Instructions for the INFLATABLE Unit:** The following rules and warnings must be obeyed in the use of the INFLATABLE unit: A) All safety and operating instructions contained on the INFLATABLE must be complied with and followed at all times; B) For the safety of all CHILDREN, **ADULT SUPERVISION IS REQUIRED AT ALL TIMES!** C) No silly string is permitted to come in contact with the inside or outside of the INFLATABLE, this causes irreparable damage to the Inflatable, and Customer acknowledges that if the Inflatable is damaged by "Silly String," then a \$1,000.00 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Customer; D) **WARNING-** extra caution and supervision are required for children ages three (3) and under; E) **WARNING - It is unsafe to use any inflatable if winds exceed 15 miles per hour (MPH). Have all persons exit Inflatable, then unplug the blower unit and let the Inflatable Unit deflate;** F) **WARNING - Individuals with head, neck, back, or other musculo-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time;** G) Do not move the INFLATABLE from the location where set up; H) **If the INFLATABLE unit moves, pull corner(s) back to their original location(s) and re-secure;** For other questions regarding the safe installation of equipment, please call our office during normal business hours. I) Do not let the INFLATABLE rub up against any surface.

**12. Limited Warranty:** Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty are limited to repair or replacement of the rental equipment with another piece of similar functionality when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use.

**13. Compliance with Laws:** Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal, or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use. Customer is solely responsible for contacting JULIE to mark utility lines.

**14. Permits:** The Customer acknowledges they are responsible for requesting and attaining all permits and insurance documents required. In the event that the order is cancelled or the customer does not accept delivery due to lack of permits or insurance, the customer is responsible for the full amount of the agreement.

**15a. Legal Fees:** In the event that this contract is not paid or any portion thereof is turned over to an outside collection agency or law firm, the above named customer will be liable for up to thirty percent (30%) of the principal amount of the claim as collection fees.

**15b.** In the event that this contract is not paid or any portion thereof is turned over to an outside law firm for litigation. The above named customer will be liable for thirty percent (30%) of the principal amount of the claim as litigation fees, plus attorney fees, plus all court costs allowed by law.

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

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

**18. Entire Agreement:** This Agreement constitutes the full agreement between Lessor and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.