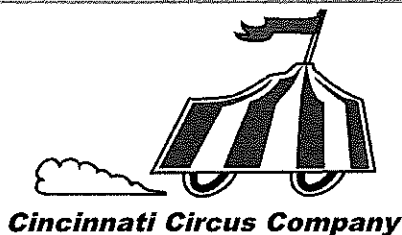


Cincinnati Circus Company
6433 Wiehe Road
Cincinnati, Ohio 45237
www.CincinnatiCircus.com
Events@cincinnatiCircus.com



FED Tax ID #: 20-1380409
Office: 513-921-5454
After Hours: 513-400-3868
Fax: 513-806-2342

Event Engagement Contract

Date of event:	May 17, 2019	Contact Person:	Shelly Hoxmeier
Time of event:	12:00 PM to 03:00 PM	Phone Number:	(859) 334-4450
Event Name:	Kelly Elementary	Email Address:	shelly.hoxmeier@boone.kyschools.us
Subtotal (See Invoice):	\$0.00 (See Invoice for Grand Total)	Location of Performance:	6775 McVile Road
Artist Service:	See Exhibit A		Burlington, KY 41005

This Contract for Services (the "Agreement") is made on April 18, 2019 by and between JUGGLER DAVE AND FRIENDS, LLC d/b/a Cincinnati Circus Company ("CCC"), with a principal place of business at 6433 Wiehe Road, Cincinnati, Ohio 45237 and Kelly Family Resource Center ("Customer"), with a principal place of business at 6775 McVile Road, Burlington, KY 41005. Collectively, CCC and Customer shall be referred to throughout as the "Parties." Any notice under this Contract shall be served at the addresses listed herein.

1. DESCRIPTION OF SERVICES

Upon execution of this Agreement, CCC agrees to perform the Services listed on the attached Exhibit A, which is incorporated into this Agreement, for Customer. CCC further agrees to devote adequate time and effort using reasonable care and skill and in a workmanlike manner consistent with industry standards in performance of the Services described in this Agreement. Nothing in this Agreement, however, shall be construed as a guarantee on the part of CCC for results to Customer from the performance of the Services.

Customer understands that CCC may need to alter the Services in some non-material respects at its discretion. Notwithstanding any such alterations, which Customer expressly permits, CCC agrees to provide materially the same Services as described on the attached Exhibit A. In no event shall said changes nullify any of the other terms of this Agreement, including, but not limited to, the total cost of Services. Should CCC need to materially alter the Services before or during performance, Customer shall receive a partial reimbursement commensurate with the material change.

These Services will be performed in consultation with Customer, however, CCC shall have complete authority and sole discretion to determine the technical manners in which they are performed and completed. Such authority and discretion shall include the ability to hire and retain subcontractors to perform said Services. Customer further agrees to abide by all rules and regulations set forth by CCC.

2. TERMS OF SERVICE

This Agreement shall become effective upon execution. The date, time, and location of the Services are set forth on the attached Exhibit A.

CCC, by and through its employees and/or contractors (the CCC "Performers"), agrees to provide the Services from the start time to the end time listed on the attached Exhibit A. Notwithstanding the start and end time, Customer acknowledges and agrees that the Performers shall be permitted to take reasonable breaks for rest, nutrition, and general health. Such breaks are at minimum what is dictated by Ohio law, but are at the discretion of the Performers and based upon their individual needs.

Customer is responsible for providing a safe location for the performance of the Services. In the event the Performers arrive and do not feel that the location is suitable (i.e. inclement weather or other conditions) they are permitted to instruct Customer to find a suitable location. Failure of Customer to find a suitable location for the performance of the Services shall entitle CCC to cancel this Agreement. In the event of such cancellation, Customer shall remain obligated to pay the total Services price.

In the event Customer requests that the Performers extend the length of Service beyond the times listed on the attached Exhibit A, Customer expressly agrees that the cost of said Services shall be computed at the rate of service rendered under Exhibit A. Payment shall be due within one week of the performance of the Services.

3. TOTAL PRICE OF SERVICES/PAYMENT

The total price for Services provided under this Agreement shall be \$ \$0.00 by check or \$ \$0.00 by credit card. Said payment is due no less than 48 hours prior to the beginning of the performance of Services.

Failure of Customer or its successors, heirs, assigns, and/or representatives, to make the payments set forth herein shall constitute a default under this Agreement which shall permit CCC to terminate this Agreement, with or without notice. Late payments shall incur interest at a rate of 10% per 30 days, compounding, beginning 30 days after the date the Services were performed.

4. NON-SOLICITATION OF CCC EMPLOYEES OR CONTRACTORS

Without the prior, written, consent of CCC, Customer agrees that it will not hire, as an employee or independent contractor, any of CCC's Performers for a period of 18-months following the completion of the Services.

Customer understands that the CCC does not have an adequate remedy at law for the breach or threatened breach of this Paragraph by Customer. Customer therefore agrees that if there is any such breach or threatened breach, CCC may, in addition to any other legal or equitable remedies which may be available to it, obtain a temporary restraining order and an injunction to enjoin or restrain Customer from the breach or threatened breach of any such covenants contained herein, in addition to monetary relief.

In the event that a court determines that Customer has breached this provision of the Agreement, Customer and CCC agree that the court shall award CCC its reasonable attorneys' fees and costs.

5. INDEMNIFICATION

Customer agrees that it will defend, indemnify, and hold harmless CCC, and any of its agents, employees, contractors, representatives, shareholders, members, attorneys, successors, assigns, related entities, parent companies, and partners for any and all losses, claims, actions, or proceedings of any kind and character that may be presented or initiated by any other persons or organizations and which arise directly or indirectly from CCC's performance of the Services contemplated by this Agreement, including court costs and attorneys' fees, if any, which CCC may sustain, to the fullest extent permitted by law.

6. CANCELLATION

All cancellations shall be made in writing and delivered to CCC at the address listed in the introductory clause of this Agreement by certified mail or by electronic mail, with receipt acknowledged, to: CincinnatiCircus@gmail.com.

If the Customer cancels the Services after executing this Agreement, the following fee structure applies:

- a. All deposits received at the time of cancellation shall be forfeited;
- b. Cancellations made more than three days prior to date of the Services shall require payment of 50% of the total Services price;
- c. Cancellations made between three days and 24 hours prior to the date and time of Services shall require payment of 75% of the total Services price;
- d. Cancellations made on the day of Services shall require full payment of the total Services price.

In the event weather makes performance of the Services challenging, impractical, or impossible, either party may cancel this Agreement upon 48 hours advanced notice to the other. Upon cancellation of the Services due to weather, Customer may choose to reschedule the Services at an agreed upon date no more than 180 days from the original event date. Payment for Services shall still be due as set forth in this Agreement.

7. DEFAULT

The occurrence of any of the following, which should not be considered an exhaustive list, shall constitute a default under this Agreement:

- a. The failure to make a required payment when due
- b. The insolvency or bankruptcy of either party
- c. Breach of a material obligation under this Agreement
- d. Failure to provide a safe location for the performance of the Services

In the event that Customer defaults under this Agreement, Customer agrees to pay CCC's attorney's fees and other collection costs incurred, whether or not a lawsuit is commenced, and further agrees that any unpaid amount is subject to monthly interest at the statutory rate.

8. LIMITATION OF LIABILITY

In no event shall CCC or any of its agents, employees, representatives, shareholders, members, attorneys, successors, assigns, related entities, parent companies and partners be liable to customer or any other person or entity for any special, indirect, punitive, incidental, or consequential damages whatsoever arising out of or related to this agreement or any of the services, including, without limitation, loss of profits, injuries or death to persons or property, loss of use of property, loss or damage to data or records or damages for which customer may be liable to other persons or entities, even if CCC has been advised of the possibility of such damages. CCC's maximum aggregate liability under this agreement shall not exceed the amount of payments actually made by customer to CCC under the applicable agreement giving rise to such claim.

9. RIDES AND RENTALS

Not all Services will result in the rental of rides. In the event rides are requested, Customer understands that all rides and rentals are inherently dangerous and assumes sole liability and responsibility for the safe staffing, operation, conditions, and circumstances surrounding the ride. Customer further agrees to be responsible for any theft or damage to the property. Client agrees to staff all rides with attendants who are over the age of 16 unless otherwise noted on the attached Exhibit A. Customer acknowledges and agrees that CCC is not the manufacturer of the rides nor an agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship, or capacity. Pursuant to Paragraphs 5 and 8, Customer expressly agrees to hold CCC harmless in the event of any injury or damage caused by the use of the rides. In the event a ride becomes dangerous or inoperable during the performance of the Services, CCC and/or its Performers shall have the option to close the ride for the remainder of the Services. In the event of such a closure, Customer shall be entitled to the return of the percentage of the total cost of Services associated with the inoperable ride.

Customer agrees to be held financially responsible for the cleanup or restoration of any rides damaged by mud, dirt, leaves, chips, cuts, tears, and/or burns caused by Customer and/or its guests. Customer shall work with the Performers to prohibit any silly string, food, sharp objects, glass, and/or rough play on or near the rides. Customer shall reimburse CCC upon receipt of CCC's invoice.

10. ANIMALS

Not all Services will result in the use of animals. In the event animals are requested, Customer understands and agrees that they are inherently dangerous animals, and pursuant to Paragraphs 5 and 8, assumes sole liability and responsibility for all injuries, damages, and/or deaths resulting from the act of an animal.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the performance of Services, and the Parties acknowledge that there have been no warranties or representations, either expressed or implied, outside the terms of this Agreement to induce them to enter into this Agreement.

12. MODIFICATION OF AGREEMENT

This Agreement may not be modified in any way unless executed in writing and signed by all Parties to this Agreement.

13. ADEQUATE CONSIDERATION

The Parties acknowledge that the consideration received for the execution of this Agreement is sufficient and lawful supporting the execution of the Agreement.

14. FINDING OF UNENFORCEABILITY/SEVERABILITY

If any provision of this Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

15. COUNTERPARTS

This Agreement may be executed in counterpart originals, each of which shall be deemed an original. A faxed, scanned, or electronically signed copy of an executed counterpart shall be as binding on all Parties as the original.

16. BINDING

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective shareholders, members, managers, directors, officers, employees, affiliates, attorneys, consultants, insurers, and agents, and their respective heirs, executors, administrators, predecessors, successors and assigns.

17. GOVERNING LAW

This Agreement shall in all respects be interpreted, enforced, and governed by and under the law of the State of Ohio. Any and all disputes with respect to this Agreement shall be brought exclusively in the courts located in Hamilton County, Ohio.

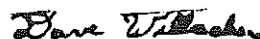
18. SIGNATURES/WARRANTIES

Both CCC and Customer represent and warrant that they have the full right, power and authority necessary to enter into this Agreement and to grant the rights contained herein and that by entering into this Agreement, neither will breach or violate any provisions of any other agreement to which it is bound.

The Parties have executed or caused their duly and authorized officers to execute this Agreement on the dates indicated below. The individuals signing this Agreement on behalf of any of the Parties represent and warrant that they have the authority to do so.

CUSTOMER:

JUGGLER DAVE AND FRIENDS, LLC:
d/b/a/ Cincinnati Circus Company



Name: _____

Name: Dave Willacker

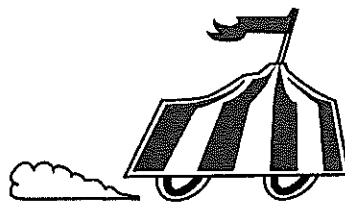
Title: _____

Title: Owner

Date: April 18, 2019

Date: April 18, 2019

Cincinnati Circus Company
6433 Wiehe Road
Cincinnati, Ohio 45237
www.CincinnatiCircus.com
Events@cincinnatiCircus.com



FED Tax ID #: 20-1380409
Office: 513-921-5454
After Hours: 513-400-3868
Fax: 513-806-2342

Event Engagement Invoice

Date of event:	May 17, 2019	Contact Person:	Shelly Hoxmeier
Time of event:	12:00 PM to 03:00 PM	Phone Number:	(859) 334-4450
Event Name:	Kelly Elementary	Email Address:	shelly.hoxmeier@boone.kyschools.us
Subtotal <small>(See Invoice)</small>	\$0.00 <small>(See Invoice for Grand Total)</small>	Location of performance:	6775 McVile Road
Artist Service:	See Exhibit A		Burlington, KY 41005

All payments must be made within 48 hours prior to the start of the event or rental.

Preferred method of payment is check. All checks or money orders should be payable to Juggler Dave and Friends llc.

Please put the Date of the Event in the Memo line.

We also accept money order and cash with no processing fee.

For all credit card payments a 4% processing fee will be assessed.

For Credit Card Payment please complete the following:

CC# _____

Security Code: _____ Expiration: _____

Billing (Street): _____

City/State: _____ Zip: _____

Authorized Signature: _____

= Subtotal: \$0.00

+ Sales Tax: \$0.00

= Total: \$0.00

(+4% CC Processing Fee): \$0.00

= Grand Total (w/ CC processing fee): \$0.00

Amount Paid: \$0.00

Remaining Due: \$0.00

Exhibit A - Description of Services

Date of event:	May 17, 2019	Contact Person:	Shelly Hoxmeier
Time of event:	12:00 PM to 03:00 PM	Phone Number:	(859) 334-4450
Event Name:	Kelly Elementary	Email Address:	shelly.hoxmeier@boone.kyschools.us
Subtotal (See Invoice):	\$0.00 (See Invoice for Grand Total)	Location of performance:	6775 McVile Road
Artist Service:	See Exhibit A		Burlington, KY 41005

Services	Start	End
Inflatable Slide- Client will provide Attendant (Shark Slide)	12:30 PM to 03:00 PM	
Inflatable obstacle course (Inflatable Obstacle Course - OBS8 - 40')	12:00 PM to 03:00 PM	

Additional Notes/Special Instructions

9:00am -12noon set

12:30pm - 3pm

tear down promptly at 3pm

on grass, yes you can stake

Ride Rental

Operator/Attendant Responsibility Checklist

Client/Volunteer assumes responsibility for the proper operation of the ride and the safety of its participants. Client/Volunteer will limit the number of people on the ride to a proper and safe number. Client/Volunteer will restrict any misuse or aggressive use of ride which may result in injury. Client/Volunteer will shut down ride if there are any conditions that may result in injury. Client/Volunteer will attend ride at all times and ensure safe use of the ride. Client/Volunteer agrees to the proper operation of the ride and assumes all liability for misuse. Signature at bottom assumes all responsibilities for ride.

<u>Renter Initials</u>	<u>Owner/Rep Initials</u>	<u>Operator/Attendant Responsibilities</u>
X	X	*Supervision by an adult trained attendant is required at all times.
X	X	Limit the number of people on ride (Number is listed on side of ride)
X	X	The Operator/Attendant should point out and make all riders aware of the Rules posted on the side of the game
X	X	The inflatable MUST BE securely anchored at all times.
X	X	Entry into the inflatable device should be orderly and in a controlled manner.
X	X	Riders should be of similar age range, height, and weight.
X	X	Persons with mental or physical impairment should not be allowed to use this ride.
X	X	NO: Shoes, eyeglasses, jewelry, or other sharp objects
X	X	NO: Somersaults, diving, wrestling, rough play, or flips
X	X	NO: Food, drinks, gum, pets, or silly string
X	X	Do not jump onto or off the ride.
X	X	Use of whistles and signaling devices is recommended
X	X	Keep patrons away from the blower at all times
X	X	DO NOT USE: and immediately deflate the inflatable if wind conditions exceed 15 mph and/or it rains
		<u>FOR RIDES WITH CLIMBS AND SLIDES</u>
X	X	Go down the slide feet first only.
X	X	NO: climbing up the slide the wrong way
X	X	NO: jumping onto the slide area
		<u>EMERGENCY PROCEDURES</u>
X	X	<i>In the unlikely event of a severe weather alert, power failure, or a medical emergency:</i>
X	X	Exit patrons in an orderly fashion away from the game
X	X	Turn off the blower and unplug from the outlet
X	X	Keep patrons and guests away from the inflatable
X	X	Call the appropriate emergency responders if necessary

I have been instructed in and understand the Operator/Attendant Responsibilities and the Procedures listed above.

Operator Name: _____ Date: _____

Operator Signature: _____

Location/Event: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Juggler Dave and Friends LLC	
2 Business name/disregarded entity name, if different from above dba Cincinnati Circus Company	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 6433 Wiehe Road	Requester's name and address (optional)
6 City, state, and ZIP code Cincinnati, Ohio 45237	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	0	-	1	3	8	0	4	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Dave Willacher

Date ► **1-1-2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.