



Kenton County School District | It's about ALL kids.

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

4/25/19

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with The Inflatable Fun Company to rent inflatable obstacle course for senior picnic on May 27, 2019.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

We have rented from this company in the past and had good success with them. The seniors really enjoy the obstacle course.

FISCAL/BUDGETARY IMPACT:

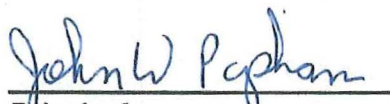
Cost inflatable will be \$700 to be paid for by the school from the student incentive account.

RECOMMENDATION:

Approval for Simon Kenton to sign the contract with The Inflatable Fun Company to rent the obstacle course for the senior picnic on May 27, 2019.

CONTACT PERSON:

Sheryl Fischer, Simon Kenton High School


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



CONTACT PERSON:

Sheryl Fischer

P: 859-960-0243

C: 859-653-8347

Event Address: 11132 Madison Pike
Independence KY, 41051

INVOICE 7575

Rental Date: 05/28/2019 10:00am

Event Rental Time: 05/28/2019 10:00am → 05/28/2019 02:30pm

Event Location: Simon Kenton HS Football Field

Setup Surface: Grass - no stakes

#	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
1	Obstacle Course Sections 1, 2, and 3	\$700.00	1	\$700.00
SubTotal				→ \$700.00
General Discount: 80				-\$80.00 → \$620.00
Travel Fee (24 mi)				\$80.00 → \$700.00
Tax: 0%				\$0.00 → \$700.00
Total				\$700.00
Min Payment Req'd				\$50.00
Due				\$700.00

Thank you!

COMMENTS:

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse The Inflatable Fun Co. for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants The Inflatable Fun Co. and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by The Inflatable Fun Co. employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by The Inflatable Fun Co. employees/contractors and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. **Never** place a hose or water on or into the unit unless authorized by The Inflatable Fun Co.. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself.

Only children of the same age group are to play on the unit at the same time.

_____ Lessee Initial

Additional Terms of Lease: The Inflatable Fun Co. is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a minimum \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Full payment: payment in full must be made no later than 48 hours from your event. reservations with unpaid deposits or unsigned contracts may have their reservation canceled without notice or put to the bottom of the list.

water slides / dunk tanks: customer is responsible for supplying water to the water slides and dunk tanks. water must be immediately available with a hose of at least 100 feet. If water and a sufficient hose are not readily available, the drivers will leave for the next job and you will be required to hook up your own water. Drivers will not wait as other customers are expecting timely delivery. Dunk tank requires at least 1 hour to fill with a standard garden hose. Dunk tank comes in on the back of a separate truck and requires a separate delivery fee. Driving access to the setup area is required to install the dunk tank. Dunk tank will come with four (4) balls. Balls are \$10 each and will be charged if not returned.

sign contract: contract must be signed when deposit is paid. click the link below your receipt to digitally sign your contract. no delivery time will be established until contract is signed and at least a \$50 deposit is paid

made a part of contract: I agree that these rules and reminders are made a part of the contract herein and that they are strictly enforced. These rules and reminders are necessary for a safe operation of equipment and a smooth party.

setup area access: There must be sufficient access to the setup area. The width of the access must be at least 8 feet wide. The access must not have any obstacles on the way to the setup area. We will not lift over fences or walls. We will not transport a unit down a steep incline or landscaping or steps. The units weigh a minimum of 300 pounds. THE DRIVERS WILL MAKE THE FINAL DECISION AS TO ACCESS AND SET UP AREA. YOU MAY BE REQUIRED TO SET UP IN A DIFFERENT LOCATION PER THE DRIVER'S DIRECTION.

no deposit refund: DEPOSITS ARE NON-REFUNDABLE. Once the deposit is paid, the unit(s) are taken off the market. If cancellation does occur for any reason, deposits will be held as a credit towards your next event.

no food or drink or anything within 10 feet of the unit: I pledge that, as the renter, that I will not allow food, candy, water or liquid of any kind, gum, licorice, glitter, balloons, sticks, streamers, paper, pets, mulch, rocks, gravelNOTHING.....WITHIN 10 FEET OF THE UNIT.....there will be photos and charge backs where applicable. ONLY **PEOPLE** ARE ALLOWED WITHIN 10 FEET.....NOTHING IS ALLOWED AROUND OR INSIDE THE UNITS..... CLEANING FEES START AT \$75.00

generators: YOU MUST SUPPLY YOUR OWN FUEL..... if you are using a generator you must supply your own fuel....the generator will arrive full and will run for approximately 3 hours.....YOU MUST SUPPLY YOUR OWN 5 GALLON GAS CAN FULL OF FUEL AND A FUNNEL.....YOU MUST NOT PLUG ANYTHING ELSE INTO A GENERATOR WITHOUT PRIOR AUTHORIZATION FROM THE DRIVER.

underground utility marking: customer is responsible for calling 811 at least 3 days before your event to have the underground utilities marked.....failure to provide marking of underground utilities will result in cancellation of your order with absolutely no refund.

CALL 811 TO HAVE UTILITIES MARKED!

delivery times: DELIVERY AND PICK UP TIMES ARE NOT GUARANTEED. Deliveries are on a first come first serve basis. We will call you the day before to arrange a delivery window. Delivery window may be up to 4 hours. Delivery is set on a route between 6:00am and the start time of your party and will default to a first come first serve basis based on ordering. WE REQUEST THAT YOU SUBMIT THE BONAFIDE START TIME OF YOUR EVENT. It is recommended that you book your event as early as possible. Your delivery may arrive as early as 6:30am. Please be available by phone on the day of your party by 6:00am. Unavailability by phone may result in your unit(s) arriving late. If, for any reason, your setup area is not clean and clear, the drivers will leave for the next job with no guarantee of return. There are no refunds if you are not available by phone the day of your delivery.

setup area: The drivers will inspect your selected set up area. The area must be completely FLAT and free of trees and power lines. The area must be GRASS or HARD SURFACE. We will not set up on turf fields with cushioning pellets or sand or mulch. We will not set up on sticks rocks or gravel. Grass must cut and raked. Yard must be free of any underground utilities or sprinkler systems. IF THERE IS ANY DOG FECES PRESENT IN THE YARD OR THE SETUP AREA IS NOT PREPARED, THE DRIVERS WILL NOT INSTALL AND WILL LEAVE IMMEDIATELY FOR THE NEXT JOB WITH NO GUARANTEE OF RETURN. No refunds will be issued if these strict conditions are not met.

electricity: Customer must supply adequate electric service. A standard household 110 volt outlet 15 amp circuit (NON-GFCI) is required for EACH BLOWER OR CONCESSION. Outlet must be dedicated to the blower or concession with nothing else plugged in on the same circuit. GFCI OUTLETS ARE UNRELIABLE AND NOT RECOMMENDED. CUSTOMER AGREES TO ASSUME ALL LIABILITY FOR DAMAGE TO OUR EQUIPMENT OR THEIR ELECTRIC EQUIPMENT DUE TO EQUIPMENT BEING PLUGGED INTO A GFCI OUTLET. Electric service must be within 100 FEET of the unit placement. We will supply the necessary extension cord. If no electricity is available within 100 feet, a 4000 watt generator is required. 4000 watt generators may be rented from us and will run 2 blowers. Generators may also be rented from your local tool rental store. IF SUFFICIENT AND APPROPRIATE ELECTRIC SERVICE IS NOT READILY AVAILABLE UPON ARRIVAL, THE DRIVERS ARE INSTRUCTED TO LEAVE AND THERE IS NO GUARANTEE OF RETURN AFTER OTHER DELIVERIES ARE COMPLETED. THERE ARE NO REFUNDS FOR LACK OF ELECTRIC SERVICE.

supervision: customer agrees to provide supervision and is completely responsible for all damages to the equipment.

ANY incidents regarding equipment failure or personal injury must be reported within 24 hours

Hold Harmless Provisions: Lessee agrees to indemnify and hold The Inflatable Fun Co. harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless The Inflatable Fun Co. from injuries or damages incurred as a result of the use of the leased equipment. The Inflatable Fun Co. cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless The Inflatable Fun Co. from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: The Inflatable Fun Co. makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact The Inflatable Fun Co. if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify The Inflatable Fun Co. for all costs incurred by The Inflatable Fun Co. incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If The Inflatable Fun Co. determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, The Inflatable Fun Co. may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available by law. If a conflict arises, The Inflatable Fun Co. and Lessee will abide by the ohio state laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY The Inflatable Fun Co. PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE _____

PRINT
NAME _____

DATE _____