Contract Committee Review Request Date: 2/26/25 MUST BE COMPLETED IN FULL Just Gotta Jump- Tori Contract/Agreement Vendor: Name of Vendor & Contact Person justgottajumpinflatables@gmail.com Vendor Email Address Student activity Describe Contract (Technology, program, consultant-prof Development, etc.) Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review. Inflatables for students Reason/Audience to benefit \$ 356.00 3/10/25 Amount of agreement BOE Date Person Submitting Contract/Agreement for Review: Carrie Tennison PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK Kim Frie Principal &/or Director or Administrator Does this Contract/Agreement utilize technology? YES/NO If yes, Technology Admin: Cabinet Team Member: 892/2199/449/900/1013/000/105 75/892 **Funding Source:** Fund/Project Rental of 2 inflatables for students to use for our super kids day in May. Consent Action

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

This area must be complete with full explanation of contract

Summary

Just Gotta Jump, LLC 918-346-8500

www.justgottajump.com

Aspen Creek Early Childhood Center Carrie Tennison

2700 W Florence St Broken Arrow, OK 74011

Phone:

Cell Phone: (918) 505-5290

OrderNumber: 39403761 Grass - Allow Stakes **EventDate:** 5/22/2025

EventTime: 8:15am 2:30pm

Event Notes: no prepayment due with a

signed contract

customer to pay by purchase order after the

event

| Name | Qty | | Total |
|-------------------------------------|-----------|-----------|-----------------------------------|
| A Wacky Bouncer (Large) | 1 \$ | 3 145.00 | |
| Paw Patrol Combo (Dry) | 1 5 | \$ 255.00 | |
| Rentals subtotal Discount Sales Tax | Exempt 0% | | \$ 400.00 \$ -44.00 \$ 0.00 |
| Total Amount Pd Balance Due | | \$ 356.00 | \$0.00 \$356.00 |

CONTRACT & TERMS OF SERVICE

All reservations must be secured with a payment of 50% of the total amount, the remaining balance is due 24-hours prior to your contracted event time otherwise we will NOT deliver. ALL payments are to be paid with credit/debit card.

Just Gotta Jump will NOT deliver or setup Inflatables to the following:
No Deliveries to PUBLIC PARKS

No Deliveries to Apartment Complexes or Trailer Parks.

Will NOT setup on Gravel or rocky ground

Will NOT setup Inflatable in any Streets or cul de sacs

Will NOT setup Inflatable in any Retention Ponds or Retention Areas.

Will not go up or down any steps or stairs to make deliveries.

Will not setup in backyards where the gates are LESS than 44 inches wide

Will not setup at any event where inflatables are present from another vendor

Indoor setups require a double door for entrance and exit with the bar removed.

The area that the inflatable is to be setup MUST be clear of any sticks, rocks, & animal feces prior to delivery!

If you have any questions regarding the above rules please call our office at 918-346-8500 prior to reserving!

information & Terms: All reservations must be secured with a payment of 50% of the total amount to be paid with debit or redit card and an authorized signature on your proposal. The balance is due 24-hours before the contracted event time. You will receive an email 48-hours prior to your event time giving you instructions to pay your balance. If you do not pay the remaining palance, lessee gives permission to charge the balance to the card on file, 24-hours prior to their event unless weather policy is n effect. We will NOT make delivery if the balance is not paid in full. All amounts paid are non-refundable and cannot be transferred to another person/group. All payments MUST be paid with credit/debit card. We do NOT accept cash or personal, pusiness, or church checks). We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. Cancellation of event forfeits entire deposit, any amount paid over the deposit will be applied as an account credit (no refunds). Cancellation after set-up has begun forfeits any refund. In the event of severe weather conditions (i.e. rain, high winds, or temperatures below 40 degrees.) you agree to contact us 24 hours prior to your event to place our weather policy in effect. If a 50% chance of rain/snow or higher and/or winds above 15mps is predicted the day of your event, at your request we can reschedule your event for another date. Your deposit will be used for this future event and must be used within 1 year or you forfeit the deposit. The deposit will NOT be refunded and can only be used to reschedule. If you do NOT contact us 24 hours in advance for weather policy, your rental will continue as scheduled. If we arrive at your location and cannot setup due to weather or you choose to cancel at the time of delivery it will be a loss of deposit. Rain, snow, winds above 15 mph, or temperatures below 40 degrees, are the ONLY reason the weather policy will go into effect. If your backyard is muddy due to rain, this does NOT put the weather policy into effect, we advise you to place tarps out to keep mud off the equipment or find an alternate location. If we arrive at the scene and lessee has agreed to proceed with the rental and the weather gets bad (rain, wind, or storm) after the unit has been setup, the unit is to be taken down or not used and the full amount of the contract is due.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor operating the equipment and is deemed by a court of law to be 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, theft, or destruction of the equipment during the term of this contact and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Deliveries: Lessee agrees to grant permission of lessor to enter said property to install the unit(s) and further grants permission of lessor to pickup the unit after said contracted time. Lessor agrees to have the unit installed by contracted time. Lessee agrees that lessor has the right to deliver earlier in the day and also has the right to pickup unit at a later time than stated. If this occurs, lessee will not be charged for the additional time. Lessee will receive an email 24 hours prior to event with an estimated time of arrival. If lessee is not at location at time of delivery, the delivery driver will wait ONLY 10 minutes and then will leave. If this occurs, lessee agrees that they forfeit the deposit paid. If we attempt a second delivery later in the day at the request of lessee, they will pay another deposit (\$50 fee). Lessee understands that large stakes will be driven into the ground and will not hold Just Gotta Jump responsible for any damage to underground hazards caused by installing these stakes. If installing inflatables in a gated area, we must have a large opening of at least 44 inches as most Inflatable rolls are very large (a standard chain link walk thru gate is not acceptable). If you have rented a slide that is taller than 21 feet or a large obstacle course, a double gate is required. If Delivery driver arrives and gate is too small, Lessee agrees to have an alternate setup location at same residence otherwise Lessee

still responsible for full contracted amount. We will NOT deliver up or down any steps or stairs. Lessee agrees to not move the Just Gotta Jump init from the place where it was installed. If the unit is moved from the original installed location, then there will be a \$200 fee charged to essee. Lessee agrees to make sure the area where the inflatable is to be installed is free from any sticks, rocks, or animal feces. Delivery driver will NOT setup if area is not cleaned in advance and lessee will forfeit deposit if this occurs. We are determined to provide the best service in the industry. It is the delivery driver's responsibility to install the unit and make sure it is in a reasonably clean condition. If you feel that the driver has not done a satisfactory job in installing the unit, please call us immediately.

Sated Neighborhoods/Homes If you are located in a gated neighborhood or home, you MUST provide the correct gate code to us in ADVANCE via telephone or email so we can access your property. If the delivery driver arrives and lessee refuses to give the gate code, we will not setup the inflatable and lessee's deposit will automatically be forfeited along with any other money paid.

Nater Inflatables: If you are renting a water inflatable (i.e. water slide, water combo, slip-n-slide, dunk tank), Lessee is responsible for providing their own water hose. Please make sure and have the water hose ready by the time the delivery driver arrives so they can set up your inflatable. All 27ft and taller water inflatables use very long stakes. Lessee is responsible for marking any underground hazards before we arrive to set up and notifying the delivery driver of these hazards when we arrive. Lessee will not hold Just Gotta Jump responsible for any damages that occur to these utility lines or sprinkler systems. All water slides 25ft or taller must be setup on grass surfaces only using very large stakes. Due to safety concerns these slides will NOT be setup on concrete.

Indoor Deliveries: Lessee is responsible to make sure the item rented will fit indoors. The dimensions of every item are listed on our website which includes the height. Standard bounce houses, carnival games, and tables & chairs can fit thru a standard single door. All other Inflatables ncluding Combos, Slides, Obstacle Courses, & Interactive inflatables require a double door with no bar in the middle (or bar removed which is customer's responsibility). These Inflatable rolls are large and will not fit thru a single door. If Delivery driver shows up and cannot get the item indoors or the ceiling height is too low, lessee can opt to have the inflatable set up outdoors but is still responsible for full contract price. Just Gotta Jump will not deliver any Inflatable up any stairs. We can carry carnival games, tables, & chairs upstairs but additional fees may apply. All indoor rentals are charged a \$100 service fee per inflatable to cover the rental of sand bags and the extra time and labor to deliver inside. If doing a quote online it will only reflect one fee. If you have more than one inflatable we will be adding the additional fees and sending you a new contract. Lessee agrees to these terms if these surfaces are selected.

Pavement Surface Fee: If this surface is selected you will be charged a \$100 fee for each inflatable rented to cover our time and labor to bring sandbags to anchor down the inflatable. If doing a quote online it will only reflect one fee. If you have more than one inflatable we will be adding the additional fees and sending you a new contract. Lessee agrees to these terms if these surfaces are selected.

Maintenance & Damages: Lessee agrees to keep the Just Gotta Jump unit(s) in the same condition as when received, ordinary wear excepted. Lessee is responsible for unit and damages that may occur. If Lessee damages the unit, Lessee is responsible to pay actual retail purchase price of unit. All grass, mud, dirt, etc. must be cleaned off the unit. If the unit is dirty and not in the same condition as it was received, there will be a \$50 per hour cleaning fee charged to your credit card. Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the Just Gotta Jump unit. If upon pick up, such cleaning is required then a \$50.00 per hour cleaning fee shall be automatically imposed.

Mobile Escape Rooms, Mobile Axe Throwing, Climbing Walls, & Trackless Trains: These items are provided with a trained operator. Climbing Walls MUST be on flat even ground. Trackless trains can only be on concrete or gravel drives and cannot go over any curbs or obstacles. If setting up any of these items in a public street, the street must be blocked off from traffic for safety reasons. Call our office for more information.

Mechanical Bull, Patriotic Mechanical Bull, Toxic Meltdown, Patriot Games, & Grand Slammer: These items are provided with a trained operator. We recommend setting these items on concrete. We do not recommend grass setups. If setting these items on a wooden gym floor, lessee is responsible for covering the floor and will not hold us responsible for any scratches to the floor that may occur (these items have a metal heavy base with metal legs that extend outward under the inflatable. All participants of these rides MUST be at least 48 inches tall and UNDER 300 lbs. Participants should NOT be pregnant or under the influence of alcohol or drugs. Participants should not suffer from any of the following: Epilepsy, Muscular Complaints, Neck or Spinal (back) problems, or any other Physical Ailment that will inhibit the participant to ride safely. Lessee agrees to these terms and accepts agrees to inform all the participants of the above-mentioned conditions.

Trackless Train Rentals: Lessee agrees to provide smooth concrete or asphalt surface for train to operate. Area must be free of any obstructions and cannot have steep hills of any sort. Train cannot operate over any curbs or speed bumps. All train rentals come with a operator that will help visitors load and unload from train along with driving the train. Our trained operator will be the only person allowed to drive the train. Electric Trackless Train has a max weight capacity of 1,500 lbs of passenger weight, that is 350 lbs per train car (basically 2 adults or 4 kids per car). These trains are NOT street legal and cannot be driven on any public streets unless they are blocked off from all traffic. Train take a large area to do a complete U turn (contact us for more information). Train comes in a very large truck with a 30ft trailer, we need approximately 60 feet total to unload and load. Electric trackless train could possibly be driven indoor large facilities and malls (seeing that there is enough room to make all turns).

Operator/Attendant Responsibility Checklist

The renter is responsible to make sure that all rules are followed on this list below along with following all safety rules that are listed on the actual inflatable.

Failure to read, understand, and follow these rules could result in injury.

Renter Responsibilities

1. Supervision by an adult trained attendant is required at all times

The Renter should point out and make all riders aware of the Rules posted on the side of the game.