



AGENDA
REGULAR MEETING
11/20/2025 5:30 pm
Meeting Location
17967 Bushard St
FV Senior Center

Hyundai Grant Committee – 5:00

- None

Zoom Link: <https://fountainvalley.zoom.us/j/86511715481>

CALL TO ORDER – 5:30pm

ROLL CALL

PRESENTATIONS (5 Minutes Each)

None scheduled for November

INFORMATION / ACTION ITEMS

1. October Minutes - Frizzelle
2. October Financials– Iovine
3. Board Appointments/Interviews– Frizzelle
4. Budget for FVCF swag for events – Taylor
5. Trackless Train Rental for 12/6 Tree Lighting - \$1,800 - Taylor

DIRECTOR UPDATES (3 Minute Reports/Discussion)

- Volunteer Waiver update – Taylor
- Poker Recap – Montz/Grandis
- Holiday Party - Frizzelle

PUBLIC COMMENTS ON SCHEDULED ITEMS ONLY

General Discussion/Events

Grants/Sponsorship Request

VERBAL / WRITTEN CORRESPONDENCE

None

GENERAL / PUBLIC COMMENTS

CLOSED SESSION

ADJOURNMENT

Next Regular Meeting Scheduled – TBD at the Center at Founders Village



AGENDA
REGULAR MEETING
10/16/2025 5:30 pm
Meeting Location
17967 Bushard St
FV Senior Center

Hyundai Grant Committee – 5:00

- None

Zoom Link: <https://fountainvalley.zoom.us/j/86511715481>

CALL TO ORDER – 5:30pm Called to order 5:32pm,

ROLL CALL, in attendance: Matt Taylor, Jane Iovine, Rob Frizzelle, Alaina Knight-Hogan, Susan Castellanos, Jynene Johnson, Kasie Hanley, Wallace Rodecker, Bob Kuisel, Glenn Grandis. Kim Constantine joined 5:38pm.

PRESENTATIONS (5 Minutes Each)

None scheduled for October

INFORMATION / ACTION ITEMS

1. September Minutes – Frizzelle Motion to approve Rob Frizzelle, Jynene Johnson 2nd. Passed 9-0 (Wallace Rodecker & Kim Constantine abstained)
2. September Financials – Iovine Wallace Rodecker motion to approve, Susan Castellanos 2nd. Passed 11-0. Jane explains balance sheet. Jane looked into CDs however the current 3.55% money market is higher than researched CDs so will keep in money market for the time being. Update on liabilities. Glen Grandis suggested Foundation could improve corporate contributions. Rob Frizzelle provided update on success of 5K, should be 5% pass through. Matt Taylor and Jane Iovine request board members to go through proposed budget, can adjust their own column, will finalize at next meeting. Budget input due by Nov 13th to Jane.
3. FVCV Volunteer Waiver – Taylor Update on waivers from Matt Taylor, Heather Campbell states waivers are required at all city events and is good for one year. Matt suggests that FVCV create its own waiver with Foundation-specific language. Suggested to wait till January 2026 for the new waiver to be implemented; however, waivers will need to be signed for the upcoming Dec Treelighting event. Rob Frizzelle motions to rewrite the waiver to include Foundation language, needs to clarify with Heather Campbell. Susan Castellanos 2^{nds}. Passed 11-0
4. Board Appointments – Frizzelle Wallace Rodecker & Kerry Wakely 2 year term up in Nov 2025 will need to reapply. Need to open application process, interviews open to the public. Call to public via social media that board is collection applications online, need to set a deadline and create committee for decisions. Applications to open next week through next board meeting in Nov (due Nov 19th). Will form committee for interviews during Nov meeting. Vote will take place at Christmas Party. Taylor to reach out to Wakely.
5. Budget for FVCV swag for events – Taylor Taylor presented ideas for swag such as magnets, license plate frames, mugs. Need to create a marketing line in budget. Matt motions to spend \$1,000 on swag, Bob Kuisel 2nd, passed 11-0



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6. Art on Box submission- Frizzelle -Suggestion to reach out to school district and award one or two artists for art on box. Questions about how to fundraise for the project. Susan Castellanos suggests a booth at art show. There are 12 boxes total, 1 is complete, 2 are pending. Guest Ginger Daley presented her submission for *Lotus and Poppy* design. Ginger shares vision for multiple boxes that surround the park with nature designs. Rob explains the fundraising piece and explains Foundation can help with fundraising. Wallace Rodecker motions to approve Ginger's Lotus and Poppy design, Rob 2nd, Passed 11-0

DIRECTOR UPDATES (3 Minute Reports/Discussion)

- Year of the Rose Gala for Mayor Bui Table- Taylor 4 seats left
- Fall Poker Non-profit participation and database update – Montz Montz absent but an Update on poker tournament was given by Taylor, Barbara Montz sent a list of non-profits. Let Montz know if any board member has a committed non-profit. Updated list of non-profits on website. Suggestion to use 5K database for poker tournament. Tracy can help with database and bulk email.

PUBLIC COMMENTS ON SCHEDULED ITEMS ONLY

General Discussion/Events Bob Kuisel informs board the Fire Department will no longer accept extra food after events. Hall of Fame event was last time they will accept.

Susan Castellanos – any interest in attending State of School, please reach out to Susan.

Grants/Sponsorship Request

- FV Historical Society Wakley did not submit paperwork, not reasking.

VERBAL / WRITTEN CORRESPONDENCE

None

GENERAL / PUBLIC COMMENTS

CLOSED SESSION

ADJOURNMENT 6:52pm adjournment

Next Regular Meeting Scheduled – 11/20/2025 at the Center at Founders Village

Statement of Financial Position
 FOUNTAIN VALLEY COMMUNITY FOUNDATION
 As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Cash	
Checking Account	51,170.83
FVCF - CD	168,265.20
Money Market Account	269,557.44
Operation Santa Clause Account	12,642.63
Petty Cash	1,800.00
Total for Cash	\$503,436.10
Total for Bank Accounts	
Total for Bank Accounts	\$503,436.10
Accounts Receivable	
Accounts receivable	5,125.00
Pledges Receivable	1,250.00
Total for Accounts Receivable	\$6,375.00
Other Current Assets	
Undeposited funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$509,811.10
Fixed Assets	
Accumulated depreciation	-1,318.35
Office equipment	7,910.12
Total for Fixed Assets	\$6,591.77
Total for Assets	\$516,402.87
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts payable	36,436.95
Accrued Expenses	0.00
Total for Accounts Payable	\$36,436.95
Total for Current Liabilities	\$36,436.95

Statement of Financial Position
 FOUNTAIN VALLEY COMMUNITY FOUNDATION
 As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Long-term Liabilities	
AAPI Luau	2,090.00
Adults with Disabilities	1,734.00
Advisory Committee for Persons with Disabilities	3,750.00
Boys and Girls Club Expansion	22,780.06
Cameron Scholarship	5,253.34
Concerts in the Park	31,944.83
Easter Egg Hunt	15,307.18
FV Chamber	0.00
Great FV Campout	-7,403.25
Hall of Fame	0.00
Halloween Decorating Contest	100.00
Honored Heros Banner Program	1,551.53
Hop On Senior Transportation	5,370.00
Hyundai 5K	3,653.71
Hyundai Grants	21,274.36
Lunar New Year Appreciation	520.70
Monster Hunt	100.00
Movies in the Park	0.00
Operation Santa Claus	12,742.63
Other City Programs	600.00
Poker Tournament	0.00
PREP Program	4,378.46
Senior Expo Liability	4,540.00
Senior Services-Senior Center	7,018.46
Spark of Love	14,661.08
Sports Park Softball	650.00
Summerfest	34,119.78
Summerfest Reserve	15,449.00
Tree Lighting	19,745.68
Tree Lighting Décor	2,044.97
UAP	96,927.26
Total for Long-term Liabilities	\$320,903.78
Total for Liabilities	\$357,340.73
Equity	
Opening balance equity	110,538.81
Retained Earnings	-1,033.66
Net Income	49,556.99
Total for Equity	\$159,062.14
Total for Liabilities and Equity	\$516,402.87

Statement of Activity

FOUNTAIN VALLEY COMMUNITY FOUNDATION

July 1-October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
FVCF Event Income	
Fall Poker Tournament	984.99
Hall of Fame Income	11,913.59
Total for FVCF Event Income	\$12,898.58
Other FVCF Income	
Corporate Donations	554.19
Interest income	4,905.35
Other Income	1,281.42
Processing Fee From the City	89.05
Total for Other FVCF Income	\$6,830.01
Pass Through Sponsorship Income	
Concerts in the Park Sponsors	5,600.00
Movies in the Park	1,000.00
P.R.E.P. Program Sponsorship	1,000.00
Total for Pass Through Sponsorship Income	\$7,600.00
Speciality Income	
Hyundai Hope On Wheels Income	109,558.26
Summerfest MOU Income	42,921.00
Total for Speciality Income	\$152,479.26
Total for Income	\$179,807.85
<hr/> Gross Profit <hr/>	
\$179,807.85	
Expenses	
FVCF Event Expenses	
Concerts in the Park Craft Booth	109.19
Fall Poker Tournament Expenses	150.00
Hall of Fame Expenses	6,019.41
Total for FVCF Event Expenses	\$6,278.60
Grants and Donations	
Community Event Participation/Sponsorship	5,360.00
Grants	1,260.00
Total for Grants and Donations	\$6,620.00
Other business expenses	
Bank and credit card fees	232.96
Insurance	733.00
Software Expense	1,295.84
Supplies	233.39
Volunteer Support	473.04
Total for Other business expenses	\$2,968.23

Statement of Activity

FOUNTAIN VALLEY COMMUNITY FOUNDATION

July 1-October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Pass Through Sponsorship Expenses	
Concerts in the Park Sponsors	5,600.00
Movies in the Park Sponsors	1,000.00
P.R.E.P. Program Sponsorship Expense	1,000.00
Total for Pass Through Sponsorship Expenses	\$7,600.00
Specialty Expenses	
Hyundai Hope on Wheels 5K Expenses	79,622.45
Summerfest MOU Expenses	
Non Profit Wristband Payout	300.00
Summerfest Advertising	4,007.37
Summerfest Bar Expenses	11,217.80
Summerfest Carnival Expense	2,942.41
Summerfest Facility Expenses	8,694.00
Total for Summerfest MOU Expenses	\$27,161.58
Total for Specialty Expenses	\$106,784.03
Total for Expenses	\$130,250.86
Net Operating Income	\$49,556.99
Net Other Income	
Net Income	\$49,556.99



Emerald Events

Be Ready for your Trackless Train Event by Emerald Events

- 1) If you have not already done so, please sign and return the event agreement with your deposit.
- 2) 1-2 polite and friendly Emerald Events team member(s) will arrive at the agreed start time. The party lasts approximately 3hrs plus setup and teardown (3hrs of Emerald Events fun). This can be extended for an extra charge (contact office for details). Setup and teardown time will depend on the attraction.
- 3) Please have the area in which we are to operate clean and free of all sharp objects, debris, waste, etc. If we need to clean the area on arrival, there will be an extra charge incurred.
- 4) We require a flat, level, easily accessible drive up to the setup area. We cannot go up or down steps, stairs, hills, or long walks, otherwise a difficult access fee will be charged.
- 5) Trackless Train must be operated on personal property (home, church, school)
- 6) Operation on gravel or open (non-closed) public streets are not permitted unless it is a cul-de-sac.
- 7) Operation on public sidewalks or public parks are only allowed if you obtain a permit from the local Parks & Red beforehand.
- 8) There are absolutely no sharp objects, food or drinks allowed inside the Train. All sharp rings, belts, keys, chains, hair pins etc. must be removed.
- 9) No one under the influence of drugs or alcohol or who is suffering from any medical condition, high blood pressure, respiratory problems, pregnant women or with heart conditions should participate. Please review our guide as to who should not participate on our website FAQ.
- 10) The maximum allowed weight for our Trackless Train is 350lbs per cart, but may be reduced in many situations. Please adhere to this.
- 11) All participants and spectators must follow all instructions and listen to the crew's instructions. Anyone acting in an unsafe or disruptive manner will not be allowed to participate.
- 12) Please assist us in keeping the children/adults that are not participating, from touching the Train and equipment and at a safe distance from the attraction area. Safety is our primary objective and your cooperation in ensuring the safety of all guests is appreciated.
- 13) T-Shirts are available for purchase for \$12 each, but please let us know in advance for us to bring the right amount and sizes.
- 14) Tips are graciously accepted by our crew who work hard to provide everyone with a fun time.
- 15) Enjoy your Emerald Events event and take plenty of pictures and videos. We'd love to share your enjoyment on our website and social media if you have any memories to share 😊

A Division of Emerald Isle Entertainment Inc.



Emerald Isle Entertainment Inc.



980 N. Main St., Orange, CA 92867 | www.EmeraldEvents.com | info@emeraldevents.com | 714.508.3690

Emerald Isle Entertainment Inc., DBA Emerald Events and The Bubble Rollers

Rental Agreement · Terms and Conditions

AGREEMENT, made between Emerald Isle Entertainment Inc., referred to as the “Service Provider”, and Renter referred to as “Client”.

For purposes of this AGREEMENT, Service Provider will deliver to Client all the Product(s) and items listed on Client’s Rental Invoice (hereinafter referred to as “Product”). Each Rental Invoice is subject to this AGREEMENT and incorporated herein.

DELIVERY AND TESTING

CLIENT IS CONSIDERED TO HAVE TAKEN DELIVERY OF THE PRODUCT WHEN THE PRODUCT IS DELIVERED TO THE ADDRESS LISTED ON THE RENTAL INVOICE AND THEREFORE ASSUMES ALL RISK OF LOSS FROM THE TIME THAT THE PRODUCT IS DELIVERED TO CLIENT TO THE TIME SERVICE PROVIDER PICKS UP THE PRODUCT.

Client is responsible for any damages Client causes to Product, property, or persons, during testing at delivery. After Client completes testing of the Product, Client must notify Service Provider or its agents of any defective or inoperable Product immediately upon discovering the defect. Unless Client notifies Service Provider of a defect or problem with the product supplied at the time of testing, Client agrees that the Product is in good working condition and that the Product is acceptable to Client.

TRANSPORTING PRODUCT—PICK-UP AND DELIVERY

Service Provider will deliver Product to Client at the address Client inputs at the time of rental and address listed on the Rental Invoice. Service Provider will then pick up the Product from Client at the conclusion of the rental period. Client will assume all delivery expenses, if any, based on Client’s location, distance and/or proximity from Service Provider’s warehouse. Service Provider is not responsible for delivery and pickup delays.

CLIENT’S RESPONSIBILITIES WITH REGARD TO THE PRODUCT

CLIENT ASSUMES ALL RISKS OF LOSS. Once Client has taken delivery of the Product, Client’s responsibilities include, but are not limited to, all locations named and unnamed, all studios, parks, workplaces, homes, houses, or any other venue or location of rental.

CLIENT’S RESPONSIBILITY ENDS WHEN THE PRODUCT IS PICKED UP BY SERVICE PROVIDER. However, Product will not be deemed to have been returned until the following condition is met: an inventory has been completed and a missing and damaged list has been compiled by Service Provider.

STAFFING. No staffing by Service Provider will be included in the rental unless expressly stated. Staffing by Service Provider can be requested to be added to any order prior to delivery date for an additional fee, pending Service Provider availability and discretion, but Client will still be responsible for managing lines, crowds, and ticketing. If staffing by Service Provider is not ordered for Synthetic Ice Rink rentals, Client must sign an agreement indicating the names, phone numbers, and email addresses of 2-3 adults designated as temporary sub-contractors for the duration of the operational hours of the rental. At least 1 of the designated named persons in the agreement must be present at all times during the operational hours of the rental to oversee the safety of all participants and spectators within the Skating Rink vicinity.

RESTRICTIONS UPON USE OF PRODUCT

U.S. DOMESTIC USE ONLY, UNLESS OTHERWISE AGREED. Product may be used in the United States only, unless otherwise specifically agreed in writing. Product may not leave rental site unless Client is provided with written consent by Service Provider.

SET-UP/TEARDOWN BY QUALIFIED TECHNICIANS ONLY. Product may be used, set up, operated, managed, controlled, directed, driven, influenced, and guided only by Service Provider’s duly qualified employees and/or agents. Client shall keep Product in Client’s sole custody and shall not permit Product to be used in violation of any laws. After set-up by Service Provider, Client will not move, alter or adjust the equipment.

SET-UP OF ATTRACTIONS. Suitable set-up surface required for all attractions (specific set-up surface required varies based on attraction). Hills or slight inclines in the set-up area should be a maximum of 5 degrees. Gates and walkways must be a minimum of 3.5 feet wide for all inflatables and drive-up access is required for all other attractions, unless otherwise specified. If Service Provider arrives and the equipment cannot be transferred to the set-up location, Client will still be responsible for full payment of services.

STEPS (OR STAIRS). Client MUST inform Service Provider prior to delivery date of any steps, curbs (or stairs) present to the set-up area, otherwise Service Provider may not be able to set up and/or operate the attraction and Client will still be responsible for full payment of services. Any steps, curbs (or stairs) leading to or from the set-up area for inflatables will incur an additional surcharge. No steps, curbs (or stairs) allowed for all other attractions. Most other attractions are drive-up access only and are transported on trailers to be delivered directly to set-up area. If Service Provider arrives to set up a non-inflatable attraction and there are steps, curbs (or stairs), or narrow entrances present, Service Provider will not be able to set up and/or operate the attraction and Client will still be responsible for full payment of services.

SET-UP SURFACE. Client must make sure the set-up area is ready (i.e. lawns mowed, vehicles/obstacles out of the way, animal feces removed, set-up location cleared) prior to Service Provider's scheduled arrival. If the set-up area is not ready or accessible when Service Provider arrives, or if Service Provider equipment cannot be moved directly to the area (extra handling involved), Client will be charged an additional surcharge. If the set-up area is not prepared, Service Provider might be forced to leave and/or reschedule delivery later, in which case an additional delivery surcharge will be applied.

ELECTRICITY OUTLETS. Client must provide electricity from a **dedicated minimum of 20 Amps** within 50 feet for each required outlet. Some attractions may require more than one electrical outlet source. Make sure the electric outlets intended for use with Service Provider's Products and equipment are equipped with a Ground Fault Circuit Interrupter (GFCI, most new electric outlets are). Please check all electricity outlets intended for use for Service Provider's Products and equipment to ensure there will be an adequate supply of electricity prior to delivery date. Insufficient electricity can create major problems during the rental period (i.e. set-up delays, constant deflation, circuit outages, etc.), therefore, Client is urged to prepare and examine electricity outlets thoroughly prior to delivery date to make sure they will provide sufficient electricity. If in doubt, please order a generator rental from Service Provider at the time of booking.

EXTENSION CORDS. **Please be ready to provide extension cords to Service Provider upon arrival if the set-up location is further than 20 feet away from the electric outlet you plan to use.** Service Provider does not provide extension cords unless Client adds the items to the rental order prior to delivery date. Service Provider may carry extra extension cords, but it is not guaranteed that they will have one available. Any extension cords used must be 3-prong cord that is UL and CE approved and no less than 14/3 gauge. **Service Provider is not responsible for faulty/shorted circuit breakers, or power outlets, malfunctions, and damages caused by the use of our equipment including generators, electric blowers, extension cords, and powered rental products. Client can contact Service Provider with any questions, prior to delivery date, if there are power concerns.**

GENERATORS. Generators rented through Service Provider typically last up to 6 hours with gas provided, additional hours require additional gas to be purchased. No other items are to be plugged into the generators provided by Service Provider.

WATER. Water is required for all Foam Parties, Synthetic Ice Rinks, Water Slides, Dunk Tanks and for Paddle Rollers, Water Bubble Rollers, Bumper Boats, or Tube Rollers (if Service Provider needs to bring a pool). Water is also required for filling water barrels/weights/etc. on certain attractions. Service Provider will require access to the number of Client-supplied hose spigots as indicated, which must be located nearby attraction. Service Provider can supply hoses for an additional fee, but Client must inform Service Provider prior to delivery date. Sufficient water pressure is required and can be tested prior to delivery date by filling a 5-gallon bucket with water in 45-50 seconds per spigot at the same time. If Service Providers arrives and sufficient water pressure is unavailable, then Service Provider may not be able to set up and/or operate Product and Client will still be responsible for full payment of services.

CLEANING FEE. No food, water, face paint, silly string, or anything staining or messy is to be brought into any inflatable, Bubble Roller area, Skating Rink area, or similar attraction area. A cleaning fee of at least \$200 per inflatable section will be charged to Client after the rental period if Service Provider finds any residue on the equipment upon inspection, up to 5 days after rental pickup. If the staining/damage is uncleanable, Client will be charged up to the replacement value of the items damaged.

NO SUBLEASE BY CLIENT IS PERMITTED. Client may not sublease or permit use by anyone other than Service Provider's qualified technician(s), of all or any part of Product without written consent of Service Provider.

DO NOT REMOVE SERIAL NUMBERS OR COVER COMPANY LOGOS. Client may not remove/cover any serial numbers, tags, nameplates, or identifying logos on Product showing ownership by Service Provider without written consent of Service Provider.

DO NOT USE THE PRODUCT FOR ANY PRODUCTION OR PROJECT EXCEPT FOR PROJECTS AND PRODUCTIONS AUTHORIZED BY SERVICE PROVIDER. Client shall not use any of the Product on any project or productions without the written consent of Service Provider. If Client uses any of the Product on any project or production, that use will be deemed as a material breach of this Agreement.

NO WARRANTY OR GUARANTY

SERVICE PROVIDER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER OF THE PRODUCT. SERVICE PROVIDER SHALL BE IN NO WAY RESPONSIBLE FOR THEIR PROPER USE IN SERVICE AND CLIENT HEREBY WAIVES ALL REMEDIES, WARRANTIES, GUARANTEES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF SERVICE PROVIDER WITH RESPECT TO FITNESS, MERCHANT ABILITY, AND CONSEQUENTIAL DAMAGES).

PRODUCT DAMAGED OR DESTROYED WHILE IN THE FIELD

Return of the Product to Service Provider shall be subject to Service Provider's subsequent inspection for damaged or missing items. Service Provider will inform Client within a reasonable time frame if Service Provider's inspection reveals missing or damaged items.

AS SOON AS CLIENT DISCOVERS THAT PRODUCT IN THE FIELD IS NOT PROPERLY OPERATING, Client must notify Service Provider of the problem and if necessary, Service Provider will pick up the Product. Service Provider will determine the source of problem for any missing/damaged Product. If Service Provider determines that the problem was not caused by Service Provider, Service Provider will make a reasonable effort to promptly repair or replace the Product at Client's expense. In determining whether Product should be replaced or repaired, Service Provider's judgment will be binding on Client.

LOSS AND DAMAGES. On return of damaged Product, Service Provider will determine the extent of the damage and the required repairs. Service Provider or Service Provider's representatives will have a reasonable amount of time to inspect the damage. In determining whether Product will be replaced or repaired, Service Provider's judgment will be conclusive on Client. Should Service Provider determine that the Product must be replaced, Client will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation, plus transportation, tax, and set-up charges. If repaired, Client will be responsible for all repair costs.

LOST, STOLEN, OR DESTROYED PRODUCT. In the event that after delivery to Client, any of the Product is lost, stolen, damaged beyond repair, destroyed, or otherwise disappears or is not returned for any reason, Client will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation, plus transportation, tax, and set up charges.

AS SOON AS CLIENT REALIZES THAT PRODUCT IS MISSING, CLIENT MUST NOTIFY SERVICE PROVIDER AND FILE A POLICE REPORT. In all instances, immediately report any missing, lost, or stolen product to Service Provider and file a report with the local authorities.

CLIENT MUST NOTIFY SERVICE PROVIDER AT THE CONCLUSION OF THE EVENT SO THAT SERVICE PROVIDER CAN FACILITATE PICK UP OF THE PRODUCT, UNLESS WITHIN ONE (1) HOUR OF SCHEDULED PICK-UP TIME. After Client concludes Client's event, Client must immediately notify Service Provider, unless within one (1) hour of scheduled pick-up time, in order for Service Provider to arrange the pick-up of Product back to Service Provider.

INSURANCE REQUIREMENTS

CLIENT MAY PURCHASE LIABILITY INSURANCE ON PRODUCT AT CLIENT'S DESIRE. Client may, at Client's own expense, and during the rental period and during Client's use of Product, maintain in full force and effect insurance covering all liability from Product, from all sources. Coverage must begin from the time Service Provider has delivered the Product and continue until the time the Product is returned to Service Provider. At Client's request, Service Provider will deliver to Client, prior to delivering the Product, a Certificate of Insurance in form and substance satisfactory to Service Provider.

Client is responsible to acquire all event permits, event licenses, and/or event insurance; and will assume any and all costs associated with event permits, event licenses, and/or event insurance. Certain parks may require additional event permits, event licenses, and/or insurance. Client is required to obtain any additional event permits, event licenses, and/or event insurance for parks that require it before reserving from Service Provider and is responsible for any associated fees. Client assumes all risk and full responsibility when acquiring event permits, event licenses and/or event insurance and will pay in full all amounts due to Service Provider if this agreement is canceled because of failure to comply with any State or Local agencies that require event permits, event licenses and/or event insurance. If an event permit, event license, and/or event insurance are required, but Client did not obtain it or falsifies information to Service Provider, park officials may require Product to be removed immediately, in which case there will be no refund. **All permits and insurance must be emailed to Service Provider at info@emeraldevents.com prior to delivery date.** If Service Provider needs to make adjustments for any inspections, contracts or permits, Client will be charged for any additional time, fees, or equipment needed or required by inspector. If Service Provider cannot satisfy the inspectors requirements on the rental day, Client will still be responsible for 50% of the full charge.

Service Provider will carry current State-required insurance for all Service Provider's personnel, vehicles & trailers, and for all Products and all Service Provider equipment. Service Provider will provide proof of Service Provider's insurance upon Client request. If Client requires insurance beyond the standard proof of insurance, Client must request, in writing: (a) all Additional Insurance needs, at least five (5) days prior to delivery date; (b) all attached Endorsement or Waiver of Subrogation needs at least three weeks or twenty-one (21) days prior to the event Rental Period. Client agrees to pay in full all cost, including fees associated with Service Provider's purchase of Additional Insurance, including, but not limited to, the cost of adding additional limits to Service Provider's insurance policy, Additional Insurance Certificates, attached Endorsement, and/or Wavers of Subrogation, prior to obtaining said insurance from Service Provider.

Client may also, at Client's own expense, purchase a Damage Waiver to cover damage to Product. Damage Waiver will remain in effect during the rental period and during Client's use of Product. Damage Waiver will cease to be in effect at the end of the rental period or at the time Service Provider or Service Provider's agent picks up Product, whichever occurs first. Damage Waiver will only cover the costs of damage(s) and replacement from accidental damage to Product.

Intentional damage to Product will not be covered by Damage Waiver. Service Provider, at Service Provider's own discretion, will determine if Product is damaged intentionally or accidentally. Service Provider's decision will be final and binding on Client.

TITLE AND OWNERSHIP

Client specifically acknowledges Service Provider's superior title and ownership of the Product and must keep the Product free of all liens, levies, and encumbrances. Client may not assign or pledge Product.

INDEMNIFYING THE SERVICE PROVIDER

Client agrees to indemnify Service Provider and to hold Service Provider in its respective, past, present, or future form, administrators, agents, employees, affiliates, associates, associations, assigns, attorneys, beneficiaries, corporations, directors, divisions, executors, firms, grantees, heirs, independent contractors insurers/reinsurers, joint ventures, managers, members, officers, parents, partnerships, predecessors, representatives, servants, brands, shareholders, successors, subsidiaries, transferees, trustees, vendees, owners, and all legal entities or personal acting by and through Service Provider harmless from and against any and all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses, recited to, or arising from the use, transportation, condition (including, without limitation, latent and other defects), or operation of the Product, and by however used or operated during the time when Client is in possession of Product. This indemnification will continue in full force and effect during and after the term of the rental for causes arising during the term of the before, during, or after rental.

RELEASE

CLIENT HEREBY RELEASES, WAIVES, DISCHARGES SERVICE PROVIDER in its respective, past, present, or future form, administrators, agents, employees, affiliates, associates, associations, assigns, attorneys, beneficiaries, corporations, directors, divisions, executors, firms, grantees, heirs, independent contractors insurers/reinsurers, joint ventures, managers, members, officers, parents, partnerships, predecessors, representatives, servants, brands, shareholders, successors, subsidiaries, transferees, trustees, vendees, owners, and all legal entities or personal acting by and through Service Provider from any and all liability, claims, demands, actions, and causes of actions of any kind or nature arising out of or related to any loss, damage, or injury, including death, that Client or any user of Service Provider's Product may sustain resulting from their use or participation in or in any way connected with their use or participation of Service Provider's Product, regardless of whether such loss is caused by the negligence of the Releasees (herein Service Provider) and regardless of whether such liability arises in tort, contract, or otherwise, and covenant not to sue Service Provider based on the same. Service Provider is also hereby released from liability for any damage to property, surfaces, equipment or any other items for damage occurring as a result of equipment installation, removal or set-up. This includes staining/marketing or damage to floors/surfaces, damage to grass or surface area that equipment is set up on or moved across to set up. Client is responsible for ensuring that set-up surfaces and access surfaces are suitable.

LEGALLY BINDING AGREEMENT

CLIENT ACKNOWLEDGES THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which is intended to provide a comprehensive release of liability but is not intended to assert any claims or defenses which are prohibited by law.

INHERENT RISK OF USING PRODUCT AND WAIVER

CLIENT AND ANY AND ALL PRODUCT USERS AND PARTICIPANTS AND/OR LEGAL GUARDIANS understand that participation and use of Product involves an inherent risk of personal injury and even death, and Client and any and all Product users elect to voluntarily participate and use Product knowing that their use and participation may be hazardous to them and their property. Client and any and all participants and users of Product understand that Service Provider does not require their participation and use of Product. Client and any and all Product users and participants assume full responsibilities of any risks, of loss, property damage, or personal injury, including death, that they may sustain as a result of participating or using Service Provider's Product. It is Client's, user's and/or participant's express intent that this Contract Releases and binds Client's, users, and/or participant's family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on my behalf to the extent they act on Client's, users, and/or participant's behalf, and is deemed as a release, waiver, discharge, and covenant not to sue Service Provider.

CLIENT AND ANY AND ALL PRODUCT USERS AND PARTICIPANTS AND/OR LEGAL GUARDIANS ARE MADE AWARE OF, AND UNDERSTAND, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS, BENEFITS, AND PROTECTIONS OF THAT STATUTE, WHICH PROVIDES: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Cal. Civ. Code §1542.

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA, and will be deemed to have been made in, and will be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of California. Client irrevocably agrees to the exclusive jurisdiction of the Orange County Superior Court in any and all disputes, actions, or proceedings between Service Provider and Client, whether arising under this agreement or under any other agreement or undertaking; and Client irrevocably agrees to service of process by certified mail, return receipt requested, in any action brought under this agreement. Nothing contained in this agreement will in any manner prevent or preclude Service Provider from bringing any one or more actions against Client in any jurisdiction in the United States or elsewhere.

DISPUTE RESOLUTION

INITIAL DISPUTE RESOLUTION. Service Provider is available by email to address any concerns Client may have regarding this Agreement. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit.

MEDIATION AGREEMENT

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding. Further, both parties agree to conduct meaningful mediation for at least four (4) hours prior to initiation of any adjudicative action or proceeding. Said mediation is to be conducted by a mutually selected mediator. Mediation will be conducted in Orange County, California. In the event the parties are unable to agree on a mediator, mediation services shall be provided by any mediator/neutral at Signature Resolution in its current or future form. The parties will share the costs of the mediator and mediation equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute within thirty (30) days after it is referred to the mediator.

CLASS ACTION WAIVER

The parties further agree that any claim, dispute, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

BREACH AND DEFAULT

DEFAULT AND BREACH OF TERMS. If Client defaults on any of the terms, covenants and conditions of the Agreement, or any execution or other writ or process will be issued in any action or proceeding against Client whereby Product might become or appear to become in danger of being seized, taken, or distrained, or if proceedings in bankruptcy, receivership, or insolvency will be instituted by or against Client or Client's property, or if Client enters into any arrangement or composition with Client's creditors, or in the event that any judgment is obtained against Client or if for any other reason Service Provider deems itself insecure, or Product in jeopardy, then and in that event, Service Provider will have the option of declaring this Agreement terminated and may, without notice or demand, by process of law or otherwise, take possession of Product and, for such purpose, may remove Product, with or without force, and with or without notice of intention to retake the same, without being liable to Client or any third party in any suit or action and Client will hold Service Provider harmless and indemnify Service Provider against any such claims or alleged liability to third parties. Nothing contained in this agreement will be construed to bar or prevent Service Provider, in the event of monies being due it for rental, repair, replacement, or other costs, from suing and receiving the monies due it, and from repossession of Product, the costs and expenses of which inclusive legal fees, must be borne by Client. Any or all of the foregoing remedies are expressly permitted, consented to, and authorized by Client.

TERMINATION

SERVICE PROVIDER'S OPTION TO TERMINATE. Client hereby grants Service Provider the option to terminate this Agreement on 1-hour notice without liability, either by mail, personal notice, phone, text or facsimile or email. On the exercise of such option, Client must immediately return to Service Provider or make available for pickup all Product in the same condition as when first delivered to Client.

The acceptance and return of Product will not constitute a waiver by Service Provider of any claims that it may have against Client, nor a waiver of claims for latent of patent damage to Product. This Agreement may not be amended or modified except in writing, signed by both parties.

SKATING RINK ATTRACTIONS CANCELLATION POLICY. Client agrees (a) all deposits for Synthetic Ice Rinks and Roller-Skating Rinks are non-refundable; (b) requests to alter or change Skating Rink reservations or rental orders will be subject to the discretionary approval of Service Provider, pending availability; (c) altering the Rental Order will not change the Agreement nor will it alter any part of the Terms and Conditions. Client agrees to the Rental Agreement regardless of changes to the Rental Order. This includes but is not limited to, fixing or updating dates, times, notes, equipment ordered, payments, discounts, travel changes, insurance requirements, or any fees required for the event. Client agrees and acknowledges that cancelling an order will result in the forfeiting of all deposits made by Client. If deposit has not been paid, it will be due and payable to Service Provider even if the rental is cancelled or postponed. Client agrees that their deposit can be used as credit for future reservations for the same attraction with Service Provider for up to 90 days from their initial order date, subject to Service Provider's availability and discretion. All December Skating Rink Rentals are non-refundable and non-changeable.

CARNIVAL ATTRACTIONS CANCELLATION POLICY. Client agrees (a) all deposits for Carnival Attractions are non-refundable; (b) requests to alter or change Carnival Attraction reservation or rental orders will be subject to the discretionary approval of Service Provider, pending availability; (c) altering the Rental Order will not change the Agreement nor will it alter any part of the Terms and Conditions. Client agrees to the Rental Agreement regardless of changes to the Rental Order. This includes but is not limited to, fixing or updating dates, times, notes, equipment ordered, payments, discounts, travel changes, insurance requirements, or any fees required for the event. Client agrees and acknowledges that cancelling an order will result in the forfeiting of all deposits made by Client. Client agrees that their deposit can be used as credit for future reservations with Service Provider for the same attraction until the end of the year that they made their initial order.

ALL OTHER ATTRACTIONS CANCELLATION POLICY. Client agrees: (a) all cancellation requests of non-Skating Rink and non-carnival attraction reservations or rentals must be received at least 72 hours (3 days) prior to the rental period in order to be entitled to a refund; (b) all cancellation requests of non-Skating Rink and non-carnival attraction reservations or rentals between 72 hours (3 days) and 48 hours (2 days) prior to the rental period will only be entitled to a 50% refund; (c) all cancellation requests of non-Skating Rink and non-carnival attraction reservations or rentals within 24 hours (1 day) prior to the rental period will not be entitled to any refund.

WEATHER CANCELLATION POLICY. In case of heavy rain, rainstorm, monsoon, flood, hail, snow, snowfall, blizzard, thunderstorms, gust, excess winds (over 20 miles per hour) tornados, earthquakes, and other acts of God, Client will be refunded Client's full reservation or rental. However, Client must communicate to Service Provider Client's desire to cancel Client's reservation or rental by phone AND email prior to 12pm, Pacific Standard Time the **day prior to delivery date or 48hrs before if rental is on a Sunday or Holiday.** **If rain or heavy winds are forecasted up to 5 days before reservation, Client must notify Service Provider at least 72 hours (3 days) in advance of their desire to cancel/re-schedule, otherwise, for any requests less than 72 hours (3 days) in advance, Client will still be responsible for full payment of services.** Light rain is acceptable for most rentals to proceed unless Service Provider deems it otherwise. If Client is unable to reach Service Provider, Client must still email Service Provider at info@emaldevts.com before the deadlines stated above in order to be entitled to a full or partial refund or credit.

CHANGES TO ORDER. **All cancellation requests must be communicated to Service Provider by phone AND email.** If Client is unable to reach Service Provider, Client must still email Service Provider at info@emaldevts.com. Service Provider may cancel any reservation or rental at any time at Service Provider's discretion without any liability. If Client changes their order to overnight or adds additional day(s), but makes this request at the end of their rental period or at the pickup time/window, Service Provider will charge Client the initial delivery/service fees and/or additional rental fees, as well as the new delivery/service fees for the extension of the rental period. Rental fees will be applied for when these extensions result in an upcoming Client's order being cancelled/refunded. Client is recommended to make changes to their order prior to the pickup time/window to avoid extra fees.

CLIENT CHECKLIST

Client acknowledges, promises, covenants, agrees, assures, pledges, declares the following:



A competent adult (over the age of 18) will be present at all times during Client's, user's, or participant's use of Product.



Client, users, or participants will not use, spray, attach, or otherwise cause any silly string, shoes, sharp objects, food, gum, drinks, pets, or paint to in any way touch, attach, contact, collide with or otherwise come into contact with Product either directly or indirectly at any time during rental period.



Client, users, or participants will not tumble, flip, wrestle, chase, or pile up on each other while on or inside Product.



Client, users, or participants will not use Product if they are pregnant, have back pain, or other physical ailments.



Client, users, or participants will not use, engage, or otherwise play near Product's entrance and/or exit.



If anchoring points become loose or are removed, Client will immediately stop the use of Product and will contact Service Provider for further instructions.



For Products which have slides, Client, users or participants will follow the correct sliding technique and only one Client, user, or participant will slide at a time.



Client will notify Service Provider at the time of reservation of any stairs, staircase, steps, escalators, incline or declines, or any other obstacles that will interfere with Service Provider's access to rental location. Most Products cannot be delivered if there are any stairs or if drive-up access to the set-up location is not available. Client must ensure that Service Provider has the required access to set-up area. If Service Provider arrives and access to set-up area is not available due to narrow openings, no drive-up access, stairs, obstacles, etc., Client will still be responsible for full charge and no refund will be given.

WHEN THE POSSESSOR IS AN ENTITY, SUCH AS A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, SCHOOL, CHURCH OR CITY/GOVERNMENT, OR SIMILAR:

The persons executing this agreement and each Rental Agreement on behalf of such entity warrants that he/she has full authority of such entity to sign this Agreement and obligate the entity.

ENTIRE AGREEMENT

The signed Contract and these Terms and Conditions constitute the entire agreement between Service Provider and Client with regards to Product. Any changes must be made in writing and agreed to by both parties.

First and Last Name:

Company / Event Name:

Email Address:

Phone Number:

Event Address:

Event Time and Date:

Specific Event Notes / Additions Required:

ELECTRONIC SIGNATURE

I Accept

By selecting the "I Accept" button, Client is signing this Rental Agreement and Terms and Conditions electronically. Client agrees that Client's electronic signature is the legal equivalent of Client's manual signature on this Rental Agreement and Terms and Conditions. By selecting "I Accept," Client consents to be legally bound by this Rental Agreement and Terms and Conditions. Client further agrees that Client's use of a key pad, mouse, or other device to select an item, button, icon, or similar act/action to otherwise provide Service Provider in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures, or conditions constitutes Client's signature (herein referred to as "E-Signature"), acceptance, and agreement as if actually signed by Client in writing. Client also agrees that no certification authority or other third-party verification is necessary to validate Client's E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of Client's E-Signature or any resulting contract between Client and Service Provider.

SUBMIT

RESET

PRINT