

ORDINANCE NO.	<u>2025- 44</u>	FIRST READING	<u>August 11, 2025</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>CHRIS BERGER</u>	THIRD READING	<u>WAIVED</u>

ORDINANCE APPROVING THE CONTRACT BETWEEN OHIO MOBILE GAMING CORP. AND THE VILLAGE OF SOUTH RUSSELL FOR RENTAL EQUIPMENT CONSISTING OF AN INFLATABLE, BOUNCER, AND SLIDE FOR THE 2025 FALL FESTIVAL IN AN AMOUNT NOT TO EXCEED \$1,103.57, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to rent certain equipment like inflatables, bouncer, and slide for the 2025 Fall Festival ("Rental Equipment");

WHEREAS, Ohio Mobile Gaming Corp. in the business of providing such Rental Equipment and has provided the Village of South Russell with a proposed contract ("Contract"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, Council desires to approve such Contract with Ohio Mobile Gaming Corp.

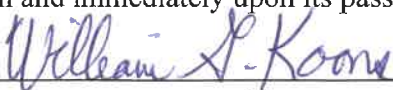
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Contract, attached as **Attachment 1**, between Ohio Mobile Gaming Corp. and the Village of South Russell for Rental Equipment for the 2025 Fall Festival in an amount not to exceed \$1,103.57 is hereby approved pursuant to the Contract's terms and conditions.

SECTION 2. The Mayor is hereby authorized to execute the Contract on behalf of the Village.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and to secure the Contract for the upcoming Fall Festival; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2025-44 was duly enacted on the 11TH day of AUGUST, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romaneuski
Fiscal Officer



OHIO MOBILE GAMING RENTAL CONTRACT
4855 E. 345th Street, Willoughby, Ohio 44094 PH: 440.822.3960



Order #
49305905

Sun, Oct 5, 2025 1:00pm - 5:00pm DELIVERY

Order #
49305905

Location: South Russell Village Park
William Koons Village of South Russell
(440) 725-9862 /
1000 Bell Road
Chagrin Falls , OH 44022
Set up : Grass (stakes allowed)

* **Delivery crew** arrival generally occurs 30 minutes-2 hrs before event time and **Removal crew** within 2 hrs after the event end time. **Customer Pick up orders** are from 8:30 -10:30 am & Returns 6-8 pm.

Deposit Due For Reservation \$367.81

Paid: \$0.00

Balance Due: \$1,103.57

OMG Delivery with set up complete by 1 pm and with removal after 5 pm. Delivery crew will arrive up to 2 hrs prior to your contracted event start time for set up and up to 2 hrs following your ending time for removal unless specifically stated otherwise. Customer will provide adult supervision for each inflatable as well as power. Power must be within 75' of the desired set up location of each inflatable. Generators (able to power 2 items) are available @ \$89 each (with notice). *The optional damage waiver covers the costs for repairs/ replacement of accidentally damaged equipment.*

Item	Space Req'd	Power Req'd	Qty	Total
18' Slide (Area 20' x 40' x 20'H)	15'w x 30'L x 20'H	1	1	\$349.00
Bouncer 15'x15' (20' x 20' req'd, 190 lbs)	20'x20'x13'6"H	1	1	\$169.00
Football Challenge Inflatable	25'L X 25'W X 16'H	1	1	\$399.00
Insurance Certificate		0	1	\$40.00 ✓
Rentals Subtotal				\$957.00
3 Item Multi				\$ -119.63
Delivery, Set-up, Removal (3 items)				\$ 194.00
Accidental Damage Waiver				\$ 72.20 ✓
Sales Tax				Exempt 0% \$0.00
Total				\$1,103.57

1. IDENTITY OF PARTIES: For the purposes of this Rental Agreement, "Ohio Mobile Gaming Corp." ("OMG") shall be synonymous with Lessor, owners, contractors, subcontractors and agents. "Customer" or "Renter" or "Lessee" shall be synonymous.

2. SAFETY/OPERATING INSTRUCTIONS: The Lessee understands that the rental equipment must be monitored by a trained adult at all times and agrees to read and abide by all safety instructions. The Lessee shall not allow any unqualified or untrained person to use or operate the equipment. Lessee understands that there is a risk of injury, damage, or death arising out of the use of said equipment. It is Lessee's responsibility to assure that every person using the equipment follows the instructions posted on the inflatable as well as further defined within the training instruction video <https://www.ohiomobilegaming.com/instructions/> which should be watched prior to signing this agreement. The Lessee also acknowledges that they have reviewed and agree to all items in the checklists found here: <https://www.ohiomobilegaming.com/checklists/>.

3. WEATHER AND CANCELLATION PROVISIONS: OMG cannot guarantee weather conditions. No refunds will be made for partial or no use due to bad weather or any other condition. A rain check for Renter's deposit shall be given to Renter for weather-related cancellations on inflatable orders, provided there is a 40% chance of rain or expected winds in excess of 15 MPH. All weather-related cancellations must occur 24 hrs prior to the agreed start time. All Mobile Gaming, photo booth, Entertainer or other cancellations shall be with (7) days' notice and shall forfeit deposit.

4. GENERAL RELEASE HOLD HARMLESS: Lessee hereby releases, waives, and discharges Lessor, including its agents, employees, officers, directors, and shareholders, from and against any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising from injuries, damage or death to persons or property connected with or resulting from the use, operation, selection, delivery, return, possession of any of the equipment and accessories unless Lessor is operating the equipment and is deemed by a court of law to be grossly 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 hold Lessor harmless from any loss, damage (including excessive cleaning fees), theft, or destruction of the equipment during the term of this contract and any extension thereof. In the event of injury, damage, or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss. Lessee hereby releases and holds harmless Lessor from any claims related to the spread of infection as it relates to coronavirus disease 2019 (COVID-19). Lessee agrees to follow guidelines set forth by the CDC, state, and/or local jurisdictions regarding Covid and other pandemic regulations. OMG is not responsible for the enforcement of these considerations or guidelines prior to or during any rental period or event.

5. DISCLAIMER OF CONSEQUENTIAL DAMAGES: By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage, or loss due to Lessor's negligence.

6. DISCLAIMER OF WARRANTIES: Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or the property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

7. FULFILLMENT: Should OMG or its subcontractors be unable to fulfill any of their rental obligations, Lessee agrees that OMG's total financial damages including punitive damages, economic damages, and treble damages shall not exceed the total amount of the rental as stated on the contract.

8. LAWS AND ORDINANCES: The renter agrees to comply with laws, ordinances, and/or regulations that apply to the use of the rental equipment during the rental period. LESSEE AGREES TO ACQUIRE ALL PERMITS & PAY FINES & FEES ARISING FROM LESSEE'S RENTAL, USE, AND OPERATION OF RENTAL PRODUCTS.

9. LEGAL FEES: In the event that an attorney is retained to enforce any provision of the Agreement, OMG shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

10. CUSTOMER RETURN OF RENTALS: Customer authorizes a fee of \$100 immediately charged to the credit card on file for items not returned by the contract's specified return time. This shall be in addition to any overnight or other rental fees and costs.

11. PAYMENTS: Full payment is due on the event date. Should checks be returned for insufficiency, the customer shall pay a \$35 charge. Should payment not be made in full, the Customer authorizes OMG to charge the credit card on file the full balance on or after the date of the event. A 1.5% fee per month shall be added to all delinquent accounts.

12. DAMAGE WAIVER: All events without OMG staffing include a 7% damage waiver for incidental (unintentional) damage to the equipment. This specifically excludes theft, malicious, purposeful and/or negligent behavior or acts on the part of Lessee, his invitees and guests.

13. ENTIRE AGREEMENT: This Agreement along with the checklist constitutes the full agreement between Ohio Mobile Gaming Corp. and Lessee. Any prior agreements, not expressly set forth herein shall be of no force or effect. If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.



Signature

William Koons

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Credit Card or Check Number

Exp.

CCV

Billing Address

Date

Received By:

8-11-2025

OMG

PRE OPENING INSPECTION

Order# 49305905

William Koons

Date:10/5/2025

A NEW COLUMN MUST BE FILLED OUT EACH TIME THE UNIT IS PUT INTO SERVICE. IF OPERATION IS STOPPED AT ANY TIME, COMPLETE A NEW PRE-OPENING INSPECTION.

Failure to comply with the State of Ohio Department of Agriculture paperwork requirements may result in a fine of over \$500 and immediate suspension of ride operation.

Ride Name:_____ ODA TAG#_____ Inspector Name:_____

Please check the items below as satisfactory. If not satisfactory, contact ride operator or mark as n/a.

	Operator initial or mark	Operator initial or mark	Operator initial or mark
Area Clear of Hazards & Overhead Obstructions			
Placed on Level and Solid Ground and Properly Anchored using Tethers			
Fire Extinguisher withi 20' of Unit			
Zippers, seams, vinyl, netting and Velcro in Good Condition			
Blower mower in Good Working Order			
Supply Chute Properly Attached with no obstructions			
Electric supply, Cords and GFCI outlet in Good Condition and Unit Fully Inflated			
Safety Sign and Rules Visible to All Riders			
Wind Speed Below 15 MPH			
Watched Training Video and Signed Off as Trainer On Training Sheet			

OMG**OPERATOR TRAINING SIGN OFF SHEET**

This inflatable **MUST** be operated and supervised by trained personnel at all times. By signing below, both the trainer and operator are acknowledging that they thoroughly understand the operating procedures, risks, and potential dangers of operating this equipment and fully accept the responsibility associated with such.

Trainer Name: WILLIAM KOONS

Trainer Signature: William G. Koons

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.

Trainer Name: _____

Trainer Signature: _____

Operator Name: _____

Operator Signature: _____

If at any time the above listed operator will not be operating the equipment, a certified operator must train another qualified operator and sign off below as trainer.