

# GAMING TRAILER USAGE AGREEMENT

This Gaming Trailer Usage Agreement (this “**Agreement**”), dated as of \_\_\_\_\_ (the “**Effective Date**”), is entered into by and between \_\_\_\_\_, a \_\_\_\_\_, with offices located at \_\_\_\_\_ (“**Group**”), and Easterseals Northeast Indiana, an Indiana nonprofit corporation, with offices located at 4919 Coldwater Road, Fort Wayne, Indiana 46825 (“**ENEI**”).

## 1. ENEI Services.

### 1.1. Scope

- ENEI shall provide the Gaming Trailer for use by Group members and invited guests (collectively, “Guests”) on \_\_\_\_\_, as more fully described in Exhibit “A” (the “Event”). ENEI shall:
- (a) deliver the Gaming Trailer to the following location: \_\_\_\_\_ at the following time: \_\_\_\_\_;
  - (b) provide at least one (1) ENEI staff member onsite to assist with the use of the Gaming Trailer during the scheduled Event;
  - (c) transport the Gaming Trailer back to ENEI at the conclusion of the Event, which is scheduled to end at the following time: \_\_\_\_\_;
  - (d) use its best efforts to keep the Gaming Trailer operational throughout the scheduled Event; and
  - (e) shall not be responsible for delays due to circumstances beyond its control, including but not limited to inclement weather, power outages, or mechanical failure.

### 1.2. Event Coordination

ENEI and Group shall each designate a primary contact to coordinate logistics related to the Event.

### 1.3. ENEI Standards of Service

ENEI shall provide Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) to the reasonable satisfaction of Group. ENEI makes no guarantee of uninterrupted access to all games or features at all times, though it will make reasonable efforts to ensure the Gaming Trailer remains fully operational.

### 1.4. Group Responsibilities and Conduct Requirements

Group shall comply with ENEI’s rules, regulations, and policies, including but not limited to:

- (a) no smoking, vaping, firearms, or illegal substances are allowed on site or in the Gaming Trailer at any time during the scheduled Event;
- (b) refrain from damaging, breaking, or stealing any of the equipment contained on or in the Gaming Trailer;
- (c) ensure payment of the invoice for the Gaming Trailer is made no later than seven (7) days prior to the scheduled Event unless otherwise agreed upon in writing by Easterseals Northeast Indiana;
- (d) no food or drinks are allowed inside the Gaming Trailer at any time during the scheduled Event;
- (e) ensure that minors are supervised at all times by an authorized adult representative of Group by providing at least one such representative to remain in or near the Gaming Trailer for the duration of the scheduled Event; and
- (f) manage guest behavior and ensure compliance with all ENEI policies during the Event, acknowledging that ENEI staff are present solely to assist with the operation and use of the Gaming Trailer and are not responsible for supervision, conflict resolution, or behavioral management.

- (g) Ensure the Gaming Trailer is in a safe and secure location during the scheduled Event, including providing a level parking surface suitable for the weight of the Gaming Trailer and tow vehicle, with at least 30 feet in length, 12 feet in width, and 12 feet in vertical clearance, free from overhead or side obstructions (trees, wires, fences, structures).

### **1.5. Damage, Replacement, and Reimbursement**

Group acknowledges and agrees that it shall be responsible for the replacement cost of any item, equipment, gaming device, console, or controller that is damaged, broken, or stolen during the Event, as determined by ENEI in its reasonable discretion. In the event of damage caused by negligence, misuse, or intentional misconduct by Group or its Guests, ENEI reserves the right to charge additional penalties up to, but not exceeding, two (2) times the Rental Fee.

Upon request, ENEI shall provide reasonable documentation of any claimed damage, which may include photographs, repair invoices, or itemized replacement estimates. Group shall remit payment to ENEI within thirty (30) days of receiving written notice of the amount due. Group further agrees to cover any reasonable costs of collection, including attorney's fees, if ENEI is required to take action to recover payment.

## **2. Deposit, Fees, and Payment.**

### **2.1. Rental Fee and Rates**

Group shall pay a base rate of \$450, which includes two (2) hours of Gaming Trailer rental and services provided by ENEI ("Rental Fee"). A minimum two-hour rental is required. Additional time may be added beyond the initial two hours at the following rates: (a) Monday through Thursday: \$75 per additional hour (b) Friday through Sunday: \$125 per additional hour.

The Rental Fee includes travel within 50 miles of Easterseals Northeast Indiana's primary location (4919 Coldwater Road, Fort Wayne, Indiana 46825). For events located beyond this range, a mileage charge of \$0.70 per mile (round trip) will apply, calculated from ENEI's primary location to the event site. Mileage is based on the shortest reasonable driving route as determined by ENEI.

**Overtime Fees:** If the Event continues past the scheduled end time, a fifteen (15) minute grace period will apply. Once that grace period has passed, overtime charges will begin to accrue. Overtime is charged at the applicable hourly rate listed above and is billed in full one-hour increments, rounded up to the next full hour.

The Rental Fee is inclusive of all materials, staffing, setup, service charges, taxes, and any applicable gratuities related to the provision of services. A detailed fee summary is outlined in Exhibit A.

### **2.2. Deposit and Final Payment**

Unless otherwise agreed upon in writing by Easterseals Northeast Indiana, Group shall pay to ENEI a nonrefundable deposit equal to 50% of the estimated Fees ("Deposit") upon execution of this Agreement to reserve the Services. The Deposit will be applied toward the total Rental Fee. The remaining balance of the Rental Fee shall be due no later than seven (7) days prior to the scheduled Event. Failure to provide full payment by this deadline will result in automatic cancellation of the reservation, and the Deposit will be forfeited.

### **2.3. Cancellation by Group**

In the event that Group cancels the reservation more than seven (7) days prior to the scheduled Event, ENEI shall retain the Deposit but waive the remaining balance. If cancellation occurs within seven (7) days of the scheduled Event, Group shall be responsible for the full Rental Fee unless otherwise agreed in writing by ENEI.

### **2.4. Cancellation by ENEI**

In the event that Easterseals Northeast Indiana cancels the reservation for reasons other than those set forth in Section 2.5 (Unforeseen Circumstances) or Section 3.2 (Termination by ENEI for Cause), ENEI shall provide Group with the option to reschedule the Event at no additional cost. If rescheduling is not feasible, ENEI shall refund to Group all amounts paid, including the Deposit, within fourteen (14) days of cancellation. For avoidance of doubt, cancellations resulting from ENEI's equipment failure, maintenance issues, or negligence in safeguarding or operating the Gaming Trailer shall be treated as cancellations by ENEI under this Section. Such refund shall constitute the Group's sole and exclusive remedy, and ENEI shall not be liable for any indirect, incidental, or consequential damages arising from cancellation.

### **2.5. Unforeseen Circumstances**

ENEI shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, severe inclement weather, natural disasters, power outages, government orders, or other extraordinary events that could not reasonably have been prevented ("Unforeseen Circumstances"). In such cases, ENEI will make reasonable efforts to reschedule the Event at a mutually agreeable time. If rescheduling is not feasible, ENEI will refund any portion of the Rental Fee paid in excess of the non-refundable Deposit, which shall be retained by ENEI as liquidated damages and not as a penalty.

For avoidance of doubt, Unforeseen Circumstances do not include equipment failure, lack of staffing, or ENEI's negligence in safeguarding or maintaining the Gaming Trailer, which are addressed separately under Section 2.4 (Cancellation by ENEI).

## **3. Termination.**

### **3.1. Termination by Either Party**

Either party may terminate this Agreement by providing written notice to the other party. In the event of termination for any reason, the 50% nonrefundable Deposit will not be returned to Group. However, if the remaining balance of the Rental Fee has already been paid at least seven (7) days prior to the scheduled Event, ENEI will refund 50% of the Rental Fee to Group.

### **3.2. Termination by ENEI for Cause**

ENEI reserves the right to terminate this Agreement at any time prior to or during the scheduled Event if:

- (a) Group fails to comply with ENEI's rules, regulations, or payment terms;
- (b) the event environment is deemed unsafe or inappropriate for the Gaming Trailer or ENEI personnel;
- or (c) other unforeseen conditions prevent the safe and successful execution of services.

In such cases, ENEI will retain the Deposit but refund any portion of the Rental Fee paid in excess of the Deposit, unless termination was due to Group's violation of this Agreement.

### **3.3. Final Obligations**

Except as set forth in this Section and Section 2, neither party shall have any further obligations to the other following written notice of termination.

#### **4. Indemnification.**

##### **4.1. Indemnity Obligations of Group**

Group shall indemnify, defend, and hold harmless ENEI and its respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including:

- (a) reasonable attorneys' fees,
- (b) fees and costs of enforcing any right to indemnification under this Agreement, and (c) costs of pursuing any insurance providers,

incurred by or awarded against the Indemnified Party in a final non-appealable judgment (collectively, "Losses"), relating to, arising out of, or resulting from any claim by a third party or Group arising out of or occurring in connection with:

- (a) Group's negligence or willful misconduct;
- (b) any breach of this Agreement by Group; or
- (c) use of the Gaming Trailer or services by Group or its Guests in a manner inconsistent with this Agreement or applicable law.

##### **4.2. Scope of Coverage**

This indemnification applies without limitation to any claims involving:

- (a) personal injury or property damage;
- (b) violations of law or regulation;
- (c) damages to ENEI property or third-party property; or
- (d) any failure by Group to enforce ENEI policies with its Guests.

##### **4.3. Settlement Restrictions**

Group shall not enter into any settlement involving an Indemnified Party without ENEI's prior written consent.

##### **4.4. Reciprocal Indemnity Obligations of ENEI**

ENEI shall likewise indemnify, defend, and hold harmless Group against losses arising directly from ENEI's gross negligence or willful misconduct in connection with this Agreement.

#### **5. Compliance with Law.**

##### **5.1. Mutual Compliance**

Each party shall comply with all applicable laws, regulations, and ordinances in connection with its obligations and conduct under this Agreement.

##### **5.2. ENEI Licensing and Permits**

ENEI shall maintain in effect all licenses, permits, authorizations, consents, and approvals required to provide the services described in this Agreement.

### **5.3. Group's Legal Obligations**

Group shall ensure its use of the Gaming Trailer and hosting of the Event complies with all relevant legal and regulatory requirements, including any local ordinances or special permits applicable to the event location.

## **6. Insurance.**

### **6.1. ENEI Insurance Coverage**

During the Term and for a period of thirty (30) days after the expiration or termination of this Agreement, ENEI shall, at its own expense, maintain in full force and effect commercial general liability insurance coverage with reputable insurers in amounts not less than \$1,000,000 per occurrence and \$10,000,000 in the aggregate. Coverage shall include, but not be limited to:

- (a) bodily injury
- (b) property damage;
- (c) completed operations; and
- (d) contractual liability coverage for ENEI's activities under this Agreement.

### **6.2. Group Insurance Responsibility**

Group is encouraged, though not required, to maintain its own liability insurance for the Event. Group acknowledges that ENEI assumes no responsibility for the conduct or actions of Guests, event participants, or third parties affiliated with Group.

## **7. Force Majeure.**

### **7.1. Defined**

ENEI shall not be liable or deemed in breach of this Agreement for any failure or delay in performing its obligations due to events beyond its control ("Force Majeure Events"), including but not limited to:

- (a) acts of God;
- (b) natural disasters (e.g., flood, fire, earthquake);
- (c) war, terrorism, or civil unrest;
- (d) government orders or restrictions;
- (e) embargoes or blockades;
- (f) national or regional emergencies;
- (g) labor disputes or strikes;
- (h) telecommunication or power outages; or (i) other events outside ENEI's control.

### **7.2. Rescheduling and Refunds**

In the event of a Force Majeure Event, ENEI will make reasonable efforts to reschedule the Event at a mutually agreeable time. If rescheduling is not possible, ENEI will refund any portion of the Rental Fee paid beyond the non-refundable Deposit.

## **8. General Provisions.**

### **8.1. Governing Law and Jurisdiction**

This Agreement and all related matters shall be governed by the laws of the State of Indiana, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the state or federal courts located in Fort Wayne, Indiana. Each party irrevocably:

- (a) submits to the exclusive jurisdiction of those courts;

- (b) waives any objection to venue or inconvenient forum;
- (c) waives the right to a jury trial; and
- (d) waives personal service of process, allowing notice by other means permitted by law.

## **8.2. Entire Agreement**

This Agreement, including any exhibits, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior oral or written understandings or representations.

## **8.3. Amendments and Waivers**

No amendment or waiver of this Agreement shall be valid unless in writing and signed by both parties. No delay or failure to exercise any right shall constitute a waiver of that or any other right. Rights and remedies under this Agreement are cumulative and do not limit other rights available under law.

## **8.4. Assignment**

Neither party may assign or delegate any rights or obligations under this Agreement without prior written consent of the other party. Any attempted assignment without such consent is void. This Agreement is binding on the parties and their successors and permitted assigns.

## **8.5. Notices**

All notices under this Agreement shall be in writing and delivered by personal delivery, certified mail (return receipt requested), or email with confirmation of receipt to the addresses or email addresses designated by the parties.

## **8.6. Electronic Signatures**

This Agreement may be executed in counterparts and via electronic means, and such signatures shall be deemed to have the same legal effect as original signatures.

# **9. Media Release.**

## **9.1. Media Capture and Use**

Group acknowledges that photos and/or videos may be taken during the scheduled Event by ENEI or its representatives. ENEI and its affiliates may use such photographs or videos in printed materials, social media, news coverage, web pages, or other marketing, communication, or promotional purposes, unless Group indicates otherwise in Exhibit A. Group agrees to inform its participants that they may be photographed or filmed during the Event and that such images may be used as described above.

By participating in the Event, Group and its participants waive any right to inspect or approve the finished photographs or videos, and waive any right to royalties or other compensation arising from or related to the use of such images or recordings. ENEI shall not use individual names in conjunction with any image or video without specific written permission from the individual or, if a minor, the individual's parent or legal guardian.

## **9.2. Individual Consent Options**

Group is responsible for informing its Guests that photos and/or videos may be captured by ENEI during the Event. If the Group requires individual consent from Guests (e.g., for minors, schools, or organizations with stricter policies), Group shall be solely responsible for obtaining and managing such consent. ENEI shall not be responsible for securing individual permissions from Guests.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the  
Effective Date by their respective officers thereunto duly authorized.

**Group Name:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Easterseals Northeast Indiana**  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

### Exhibit A

This Exhibit A is incorporated by reference into the Gaming Trailer Usage Agreement between Easterseals Northeast Indiana (“ENEI”) and the Group identified in this Agreement.

### Group Information

Primary Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Onsite Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Event Details

Event Date: \_\_\_\_\_  
Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_  
Hours Booked: \_\_\_\_\_  
Address/Site Name: \_\_\_\_\_

Day of Week: \_\_\_\_\_  
Total Hours Booked: \_\_\_\_\_  
Event Type **(circle)**:    Public    Private  
Power Access **(circle)**:    Yes    No

Special Access Instructions (*e.g., gate codes, parking directions*): \_\_\_\_\_

Additional Notes/Special Requests (*e.g., accessibility accommodations, onsite contacts, special setup requests, or safety considerations*.): \_\_\_\_\_

### Rental Fee Summary

<u>Description</u>	<u>Rate / Amount</u>
Base Rental Fee (2-hour minimum)	\$ _____
Additional Hours Booked	_____ hours

Additional Hourly Rate ☐ \$75/hour (Mon–Thurs) ☐ \$125/hour (Fri–Sun)

Additional Time Cost \$ \_\_\_\_\_

Mileage (outside of 50-mile included radius) \$ \$0.70 per mile x \_\_\_\_\_ miles = \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

Discount (if applicable) – \$ \_\_\_\_\_

Discount Description \_\_\_\_\_

Total Estimated Rental Fee \$ \_\_\_\_\_

Nonrefundable Deposit (50%) \$ \_\_\_\_\_ (due at signing)

**Final Balance Due** \$ \_\_\_\_\_ (due 7 days prior to event)

**Media Release Acknowledgement**

☐ Group declines ENEI's use of photos/videos for marketing, communications, or promotional purposes. \_\_\_\_\_

**(Initial)**

**(If left blank, ENEI's use of photos/videos is permitted as outlined in Section 9.1)**