

Rascal's Fun Zone

Event Contract

629 N. U.S. 31
Whiteland, IN 46184
317-535-7600



Franklin Community School Corporation
Mathew Worland
Event Date: 05-01-2026, 11:15 AM - 01:15 PM
Invoice #: 907
Date Created: 09-05-2025 13:27:40
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Customer Information				
Customer:	Franklin Community School Corporation		Salesperson:	Tony Harrell
Contact:	Mathew Worland			
Address:	998 Grizzly Cub Dr. Franklin, IN 46131			
Phone:	(317) 346-8957			
Email:	worlandm@franklinschools.org			
Event Date	Time	Type	Location	Guest Count
05-01-2026	11:15 AM - 01:15 PM	Field Trip	Venue	75
Event Details				
Go-Karts and Mini-Golf Duckpin Bowling Bumper cars				
Notes				

Contract Terms and Conditions

1. Recitals. GoBro Ventures, LLC and GoBro Properties, LLC (collectively referred to herein as "the Company") owns and/or operates the Rascal's Fun Zone located at 629 N. U.S. 31, Whiteland, IN 46184.
2. Franklin Community School Corporation ("the Customer") has agreed to short-term usage of the Company's facility on the terms and conditions set forth in this agreement.
3. Activities and Events. The event areas, equipment, and attractions the Customer is entitled to use and participate in are described in the contract. Further, the time the area is being utilized is outlined in the contract. Failure to arrive on time may result in loss of time for use of the amenities and concessions or the use of the attractions. The Customer accepts that some equipment or attractions may be limited due to weather and that even if listed in the contract, poor weather may not allow for the use of certain equipment, including go-karts. If such an incident occurs, the Company will do its best to provide alternatives for the Customer to use, but such an occasion shall not require the Company to provide a refund or any compensation.
4. Illegal Substances. In accordance with all local, state, and federal laws, the use, possession, and sale of illegal substances is not permitted.
5. Injury or Damage to Persons and Property. The Company shall not be liable for damage or loss to person or property sustained by the Customer or any third-parties due to any incident, or to any act of neglect of the Customer or any other person, occurring in connection with or as a result of the Customer's performance of its obligations or any activities conducted by the Customer. Correspondingly, the Customer shall not be liable for damage to person or property sustained by the Company or any third parties due to any incident, or to any act of neglect of the Company or any other person occurring in connection with or as a result of the Company's performance of its obligations or any activities conducted by the Company. All activities conducted by a party, its employees, agents and representatives shall be at their sole risk, and the other party shall not be responsible for any injury or damage resulting therefrom.
6. Supervision. The Company reserves the right to have an agent on site during any or all functions. Agent(s) will have the sole discretion that all aspects of the terms of agreement are being met. If terms are not being met, the agent(s) has the sole discretion to cancel the event and vacate the building. Furthermore, Rascal's Fun Zone reserves the right to ask any party member who breaks or continues to break park safety rules or acts inappropriately to discontinue all activities.
7. Specific Damage. The building and equipment must be left in the condition in which it was rented. Any objects that have been moved must be returned to their original positions. The Customer is responsible for the cost of any damages or extra unordinary cleanup after events caused by themselves and/or their guests.
8. Deposit Requirement. The Customer agrees to remit a deposit equal to twenty percent (20%) of the total invoice amount (the "Deposit") within five (5) days of entering into this contract. This contract shall not be deemed confirmed, and the Company shall have no obligations under this contract, until the Deposit has been paid in full. The Deposit is non-refundable under any circumstances, including but not limited to cancellation by the Customer. The Company reserves the right to

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cancel the contract if the Customer fails to remit the required Deposit.

9. Outside Agents. All food and beverage service must be provided by the Company or a vendor which is approved by the Company. Any outside vendor must agree to indemnify the Company's vendor terms, including minimum insurance coverages and indemnification of the Company. Unapproved outside vendors are not permitted.
10. Debts and Liabilities. All debts and liabilities to outside vendors which are incurred by the Customer shall be the debts and liabilities of that party only and the other party shall not be liable for any such debts or liabilities. Neither party shall make any representation, warranties, or commitments on behalf of the other party without such party's specific prior written consent.
11. Indemnification. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that Franklin Community School Corporation's obligation to hold Rascal's Fun Zone harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Franklin Community School Corporation as an instrumentality of the State of Indiana and/or an Indiana public school corporation (e.g., actions and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that Franklin Community School Corporation's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party."
12. Integration. Each party acknowledges that there are no oral promises or understandings. This agreement may be modified only by a properly executed written instrument.
13. Governing Law, Venue. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Indiana. Venue shall be proper only in the courts located in Johnson County, located in Indiana.
14. Litigation Costs. Any and all reasonable legal fees or costs arising out of a dispute or claim regarding this agreement shall be recoverable by the prevailing party from the non-prevailing party.
15. Assignability. This agreement is not assignable.
16. Binding Effect. This agreement is binding upon the parties' successors and any permitted assigns.
17. Decorations. Decorations of confetti, glitter, silly string, small particles, or open flames (candles, tea lights, etc.) are not allowed. Items are not to be affixed to walls or any other part of the Company's property without the express written consent of the Company.
18. Force Majeure. Neither party will be liable for any delays or losses due to a party's failure to perform its obligations in the event that such failure is caused by events or circumstances beyond its control, including but not limited to acts of God, war within the continental United States, government regulation, disaster, fire, hurricanes, strikes affecting the venue, civil disorder within 20 miles of the venue, or domestic terrorist action.

The Company requires this contract be signed by an authorized representative of your organization and returned to the Company. If not signed promptly, the Company reserves the right to cancel the contract upon notice to the organization.

Having fully read these Terms and Conditions, the parties hereto sign below to show their agreement to be held to such Terms and Conditions.

Customer Representative (Signature)

Print Name

Date

Rascal's Fun Zone Representative (Signature)

Date