

KEVIN T-REX SHORT-TERM LEASE AGREEMENT

THIS KEVIN T-REX SHORT-TERM LEASE AGREEMENT (the “Agreement”), is made and entered into as of this 14th day of August, 2021 (the “Execution Date” and “Battle Day”), by and between JANE RO, owner of a giant inflatable dinosaur (“Jane”), and JIM WEGLARZ, Topo-Chico/Modelo distributor (“Wegs”).

RECITALS

WHEREAS, Jane and Wegs, while under the influence of way too many pitchers at Michael’s Pizzeria & Tavern, made an ill-advised bet (as more fully described below) (the “Bet”).

WHEREAS, Kali Peterson (“Kali”) wagered \$5 that she and Jane could defeat Wegs and Luke Young (“Sweet Cheeks”) in a game of sand volleyball.

WHEREAS, an intoxicated Jane upped the ante to \$50 and a short-term lease of her beloved inflatable Tyrannosaurus Rex, Kevin T-Rex (“Kevin”), to Wegs for his Pleasure and Enjoyment (as defined below) during the Lease Period (also defined below).

WHEREAS, in the very, very, VERY unlikely event that Wegs and Sweet Cheeks win the Bet, a.k.a. The Battle for Kevin’s Love, the parties have agreed to the terms and conditions of Kevin’s lease and care as hereinafter set forth.

NOW, THEREFORE, in consideration of Kevin and the mutual promises herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Dino Delivery.

(a) Jane hereby agrees to deliver Kevin to Foster Beach, located at 5200 N. Lake Shore Drive, Chicago, IL 60640 (according to Google Maps), no later than 10AM CST on Battle Day (“Dinosaur Delivery Time”).

(b) Failure by Jane to deliver Kevin by the Dinosaur Delivery Time shall not be a material breach of this Agreement, nor does it entitle Wegs to any complaining rights (as he’s not the one who has to stuff a 5 foot tall inflated dinosaur into a Toyota Corolla.)

(c) Wegs is responsible for all of Kevin’s transportation needs during the Lease Period, including but not limited to taking Kevin home on his bike on Battle Day.

(1) Good luck with that, Wegs. We will be taking pictures.

2. Pre-Battle Dino Inspection.

(a) Prior to the Battle, the parties shall inspect Kevin and note any pre-existing defects.

(1) (Kevin - if you're reading this, don't take any of this Section 2 personally. We both know you're perfect and have no defects <3)

(b) Any defects, other than those mutually acknowledged by the parties prior to the start of the Battle, shall automatically be deemed to have occurred during the Lease Period and, therefore, totally Wegs's fault.

(c) Should any damage be done to her beloved Kevin during the Lease Period, Jane reserves the right to hold it against Wegs forever; provided, however, Wegs may earn temporary releases from this grudge from time to time in exchange for Topo-Chicos.

3. Daily Kevin Care.

(a) During the Lease Period, Wegs shall attend to all of Kevin's daily needs consistently and without fail. Such daily needs are as follows:

(1) Kevin likes to start his day with positive affirmations. Wegs shall wake Kevin up every morning by saying no less than three (3) things he loves about Kevin.

(2) Kevin requires at least one article of clothing at all times; provided, however, he refuses to wear pants. Wegs shall keep Kevin appropriately attired for whatever occasion, event, venue, and audience for which Kevin is in attendance, whether it be a Cubs game, dive bar hopping, or salsa night. It should be noted that Kevin also prefers to be over-dressed than under-dressed.

(3) Kevin must have at least one sponge bath a week. Please use unscented hypoallergenic soap only and a soft loofa - he has sensitive skin.

(4) Kevin is on a restricted diet and has been intermittent fasting in order to lose his "pandemic pounds". However, as a treat during the Lease Period, he can have pizza for dinner one night. His favorite is Hawaiian with extra pineapples. And he would love for you to share it with him.

(5) Kevin must be hugged and/or high-5'ed at least 3 times a day. High-5's must be "T-Rex" style.

(6) Periodic inflation checks are required, as Kevin tends to lose his balance and fall over when he starts to deflate. It's very embarrassing for him when that happens.

4. Pleasure and Enjoyment; Prohibitions

(a) Outside of fulfilling Kevin's basic needs as outlined in Section 3 above, Wegs may spend time with Kevin in accordance with their mutual "Pleasure and Enjoyment".

(1) Just keep it PG, Wegs. :)

(b) Notwithstanding the foregoing, Wegs shall at all times avoid sensitive topics and “trigger” words, including “short-arms,” “big head,” “meteorite,” “extinction,” and “Flintstones” (he resents that the brontosaurus got most of the air-time).

(1) And whatever you do, do NOT mention or take him anywhere near the T-Rex exhibit at the Field Museum. He’s convinced that skeleton is Aunt De-lores (his favorite aunt.) :(

5. Proof of Performance.

(a) Throughout the Lease Period, Wegs shall provide Jane with sufficient photographic and/or video evidence of his fulfillment of the contractual obligations herein.

(b) If such photographs/videos are posted on social media or otherwise publicly displayed, they shall be tasteful and family-friendly. Kevin’s reputation and good-standing within society shall not be tarnished, nor should he become the subject of scandal or rumor. He’s too classy for that.

6. Lease Period; Termination; Damages.

(a) For purposes of this Agreement, in the [unlikely] event that Wegs is victorious, “Lease Period” shall begin at the conclusion of the Battle for Kevin’s Love on August 14, 2021 and end on August 21, 2021.

(b) If at any point during the Lease Period, Jane reasonably believes that Kevin is being neglected, abused, exploited, or generally not feeling loved and appreciated the way he deserves, she may terminate this Agreement, effective immediately. Wegs shall return Kevin within twenty-four (24) hours of receiving an angry text message from Jane telling him to give Kevin back.

(i) The parties acknowledge that Kevin is not a fan of this arrangement and could suffer irreparable damage - physical, mental, and emotional - as a result of this stupid Bet. The parties agree to be equally responsible for any and all costs for therapy, rehabilitation, or other treatment that Kevin may require after the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Execution Date.

WEGS

Signature:

Print Name:

JANE

Signature:

Print Name:
