

XL Yard Games Rental Agreement

4604 Prairie Grass Ct NE
Cedar Rapids, IA 52411
319-804-9808

Customer Name & Contact:

Address:

Phone: Email:

Pick Up Date & Time:

Date & Time of Event:

Date & Time or Equipment Return: Sunday before Noon

Rental Equipment to include (Please initial)

Yardzee (\$10/day) XL Ball Drop (\$20/day) XL Tumblers (\$20/day)

Yard Pong 12 pack (\$20/day) Hippie Bowl'n (\$5/day) Bean Bag Boards (\$20/day)

3 Hiole Washer Game (\$20/day) Right Middle Left (\$5/day) Social (\$5/day)

Rental Equipment Total: \$ *Due at or before pick up of equipment

Deposit Due: \$ (50% of rental total) **Due at signing of rental agreement

1. PICK UP OF RENTAL EQUIPMENT: Both Deposit and Payment are due before the time of pick up. Customer will have the right to pick up the rental equipment approximately at the above specified times.

2. CONDITIONS OF EQUIPMENT: Customer agrees to inspect the rented equipment at the time of pick up the XL Yard Games address and to immediately notify the persons from XL Yard Games in a written signed notice of any observable damage or defects in the rented equipment. Customer agrees to return the rented equipment in the same good working condition in which it was picked up. The only exception is when a Customer specifically advised XL Yard Games in writing the equipment was defective or damaged at the time of pick up. If the rented equipment is damaged for any reason while it is in the possession of the Customer, or not returned by the date and time it is due to be returned, for any reason including, without limitation, excuse, loss seizure or theft the deposit may be used by XL Yard Games to pay any amounts due XL Yard Games under this agreement and the Customer remains Responsible for any additional rent and damages which may exceed the payment required herein in full. This includes the retail cost to replace equipment if not returned or damaged beyond repair.

3. BREAKDOWN OF EQUIPMENT: If any of the rented equipment becomes unsafe or in need of repair, Customer agrees to immediately stop using it, and cause Customer's guests to stop using it, and to contact XL Yard Games for direction. XL Yard Games is not responsible to Customer or any other person, for any injury, loss or damage resulting from a defect in, problem with, use or misuse of the rented equipment.

4. ASSUMPTION OF RISKS: Customer acknowledges that the activities to be engaged in during Customer's rental of any equipment from XL Yard Games, brings with it both known and unanticipated risks to oneself and guests and invitees. Those include but are not limited to falling, slipping, crashing or colliding, all of which could result in injury, illness, disease, emotional

distress, death and/or property damage to Customer or Customer's guests ('Risks'). Customer voluntarily assumes all of the Risks associated with the use of the rented games and the retention of the rented games at the address stated above.

5. RELEASE AND INDEMNIFICATION: Customer knowingly, freely and voluntarily releases, indemnifies and holds harmless XL Yard Games, Mrkonchar, L.L.C., Michael R. Konchar, individually, employees, representative, predecessors and successors and successors in interest, insurers, attorneys, heirs, assigns, members and any agents from any and all liability, claims, demands, actions, proceedings, costs, damages, injuries and expenses (including reasonable attorney fees and court costs), whether by customer or by a third party using the rented equipment, which may arise out of or is in any way connected with the rented equipment while at the address stated above.

6. INSURANCE: Customer warrants and represents that Customer has adequate insurance, with liability insurance coverage for bodily injury and property damage, to fully protect the Customer and the Customer's guests from the risks associated with using the rented equipment, and hereby waives the right of the Customer's insurance company to bring any type of action or proceeding on behalf of the Customer against XL Yard Games, Mrkonchar, L.L.C., Michael R. Konchar, individually, employees, representative, predecessors and successors and successors in interest, insurers, attorneys, heirs, assigns, members and any agents whether by assignment of claim, subrogation or otherwise.

7. SUPERVISION: Customer agrees to supervise both the rented equipment and the use of the rented equipment at all times while it is at the address(s) stated above, to insure compliance with all rules for use of the rented equipment, which Customer acknowledges having received from XL Yard Games.

8. CANCELLATION: In the case of cancellation, Customer must notify XL Yard Games at least two weeks prior to the event in order to receive in-store credit of any and all down payments.

9. CANCELLATION FEE: If approved by XL Yard Games' Management to pay on the day of event or to be billed and if under any circumstance the customer needs to cancel their event, a 50% cancellation fee will be charged.

10. SAFE OPERATION: Customer has been shown to, and agrees to safely operate and store the rented equipment.

11. SET UP SURFACE: XL Yard Games requires that all equipment used on the ground OR set up on a hard surface and MUST be stable for use. Liability lies within the customer during the use of the equipment.

Business Name (if applicable)

Customer Name (printed)

Customer Signature

Date

XL Yard Games

Michael R. Konchar

XL Yard Games Representative Signature

Michael R Konchar

Name printed

Date