SIDELINE RENTALS, LLC - RENTAL AGREEMENT AND WAIVER OF LIABILITY

This Rental Agreement And Waiver Of Liability ("Agreement") is entered into on the date signed below, by and between ("Renter"), and Sideline Rentals, LLC, A California Limited Liability Company ("Owner").
1. <u>Rental Items</u> : Rental Items include one or more of the following: Canopy Folding Chairs and/or Coolers.
2. <u>Rental Period</u> : The rental period will begin at the time of payment and will end 30 minutes after the conclusion of the final game on that same date ("Rental Period"). Renter agrees to return all Rental Items to Owner by the end of said time.
3. <u>Rental Fee</u> : The total rental fee for the Rental Items is \$ ("Rental Fee"). The Rental Fee is due in its entirety at the time of renting said Rental Items. The method of payment shall be by credit or debit card only.
4. <u>Use Of Rental Items</u> : Renter agrees to use the Rental Items for their intended purpose and in a careful, safe and proper manner and to comply with all laws and Venue rules and regulations relating to the possession and use of the Rental Items. Renter agrees to take care of said Rental Items during the Rental Period. Renter shall not make any alterations or repairs to the Rental Items without the prior written consent of Owner.
5. <u>Condition Of Rental Items</u> : Renter acknowledges that the Rental Items are in good condition and repair at the time of pick up, except for any defects noted by Renter and communicated to Owner upon pick up. Renter agrees to return the Rental Items in the same condition as received, ordinary wear and tear excepted.
6. <u>Loss Or Damage</u> : Renter is responsible for any loss, theft, or damage to the Rental Items during the Rental Period. In the event of loss or damage, Renter agrees to pay Owner the cost of repair or replacement, as determined by Owner.
7. Waiver Of Owner's Liability And Renter's Agreement To Indemnification: The Owner is not liable for any injuries or damages caused by the use of the Rental Items during the rental term and while said items are in the possession of Renter. Renter agrees to the waiver of Owner's liability and the Renter agrees to indemnify, defend, and hold harmless Owner from and against any and all claims, liabilities, damages, and expenses (including reasonable attorney's fees) arising from Renter's use or possession of the Rental Items.
8. <u>Termination</u> : Owner may terminate this Agreement immediately upon Renter's failure to make full payment at the beginning of the Rental Period or upon Renter's breach of any other terms of this Agreement. Upon termination, Renter shall immediately return the Rental Items to Owner.
9. <u>Governing Law And Entire Agreement</u> : This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement constitutes the entire agreement between the Owner and Renter ('Parties"). This Agreement may not be amended or modified except in writing signed by both Parties.
By signing this Agreement, the Renter acknowledges that he/she/they have read, understood, and agree to the terms and conditions stated herein.
Date: