

## RENTAL AGREEMENT

**Responsibility and Use & Disclaimer Warranties:** You are responsible for the use of the rented items. You assume all risks inherent to the operation and use of rented items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold The Field House, LLC, harmless from and hereby release The Field House, LLC from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from The Field House, LLC negligence, from the defective condition of the items, or any other cause. YOU AGREE THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT AND SPACE RENTED.

**Equipment Failure:** You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair and will immediately (one hour or less) notify The Field House, LLC of the facts. The Field House, LLC agrees at our discretion to make the items operable in a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges, The provision does not relieve renter from obligations of contract. In all events The Field House, LLC shall not be responsible for injury or damage resulting in failure or defect of rented item.

**Use of Equipment:** Renter agrees & covenants to be satisfied with the instruction and condition of equipment and space rented and the proper and safe use equipment, or that renter is so familiar and conveyed to The Field House, LLC you were. Renter further agrees that the items will only be used at the address listed on contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees they have read all instruction manuals, operating instructions, and warnings related to rented items.

**Equipment Responsibility:** Renter is responsible for equipment and space from time of possession to time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume cost of replacement or repair, including labor costs.

**Time of Return:** Renter's right of possession terminates upon the expiration of rental period set forth on the contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

**Payment:** Renter shall pay all charges payable on this contract in advance, provided however that all forgoing shall not limit the amount of payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collections, court, and attorney fees. If rental charges are not paid within (10) days of the due date, The Field House, LLC at our discretion may re-calculate rental charges daily.

**Care of Equipment:** In addition to its other obligations hereunder, Renter shall: Pay a reasonable cleaning charge for items returned dirty. Protect the rented items from weather damage, breakage, unauthorized or improper use, theft, or loss while in possession of renter.

**Insurance:** Renter shall maintain, at renter's expense, liability, property, and casualty insurance coverage in amount sufficient to fully protect The Field House, LLC and its equipment against any and all claims, loss, or damage. In the event of loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with The Field House, LLC to obtain recovery. All insurance proceeds should be given or assigned to The Field House, LLC.

**Hold Harmless Agreement:** Renter agrees all risk and agrees to hold The Field House, LLC and any of its owners, staff, volunteers, coaches, etc. harmless from and against all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at or relating to; The rental space, equipment, and use of rented equipment and space. Any injury or damage during the use of rented equipment including inflatables, any interactive games, sports equipment.

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_