

Equipment Rental Contract and Acknowledgement of Risks

1. Names

<RENTER NAME> (Renter) and Axilbund Enterprises, Inc, a Virginia corporation doing business as Alexandria Coliseum (Owner), agree to the following rental.

2. Equipment Being Rented

Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the following equipment, hereafter referred to as "Equipment":

Item Name	Item Description	Quantity Rented	Replacement Value	Rental Rate	Known Exceptions to Good Condition	Customer Initials

3. Duration of Rental Period

The rental will begin at <TIME> on <DATE> and will end at <TIME> on <DATE>.

4. Rental Amount

The rental amount is listed in Paragraph 2 for the rental period listed in Paragraph 3. The final invoice may reflect other charges and/or credits related to the equipment rental but not covered in this contract such as permit fees, delivery charges, and taxes.

5. Payment

Renter will pay \$<TOTAL> to Owner for the rental period specified in paragraph 3. In addition to the rent, Renter has deposited \$<SECURITYDEPOSIT> with Owner as a security deposit. This security deposit will be applied toward any additional rent that may become due or any amounts owed for damage to or loss of the Equipment; Owner and Renter agree that each item of the Equipment has the replacement value stated in the table in paragraph 2. Owner will return to Renter any portion of the security deposit to which Owner does not become entitled by reason of late return or Equipment or loss of or damage to Equipment.

6. Delivery; Return

Owner will deliver the Equipment to Renter on < RENTAL DATE> at:
<ADDRESS>

Renter will make the Equipment for pick-up by Owner at the same location on <End of Rental Date>.

7. Late Return

If Renter makes the Equipment available to Owner after the specified rental period ends, Renter will pay Owner a rental charge of \$<AMOUNT> for each day or partial day beyond the end of the rental period until the Equipment is returned. Owner can subtract these rental charges from the security deposit.

8. Damage or Loss

Renter acknowledges receiving the Equipment in good condition. The exceptions to good condition are noted in Paragraph 2.

Renter will return the Equipment to Owner in good condition except as noted above. If the Equipment is damaged while in Renter's possession, Renter will be responsible for the cost of repair, up to the replacement value of the Equipment and any freight or shipping charges. If the Equipment is lost while in Renter's possession, Renter will pay Owner its replacement value and any freight or shipping charges.

9. Current Value of Equipment

Owner and Renter agree that the current value of the Equipment is as specified in the table in Paragraph 2.

10. Use of Equipment

Renter acknowledges that use of the Equipment creates a risk of personal physical injury to Renter and third parties, as well as a risk of damage to property, and Renter **EXPRESSLY ASSUMES THAT RISK**. Renter acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from failing, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. Owner is not responsible for any personal injury or property damage resulting from Renter's misuse, unsafe use or reckless use of the Equipment. Renter will indemnify and defend Owner from and against any injury or damage claims arising out of Renter's misuse, unsafe use or reckless use of the Equipment. Renter hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Owner from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should Owner or anyone acting on behalf of Owner be required to incur attorney's fees and costs to enforce this agreement, Renter expressly agree to indemnify and hold Owner harmless for all such fees and costs. In consideration of being permitted by Owner to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless Owner from any and all claims which are brought by the undersigned and/ or their participants and which are in any way connected with such use or participation.

11. Operators of Equipment;

Owner will provide appropriate operator(s) of Equipment for the duration of the rental. Operators will deliver, set-up, teardown, and operate equipment. Operators will determine if conditions are safe for operation of equipment, and may temporarily or permanently suspend operations for any reason if they feel the safety of the users, operators, renter, owner, facilities, equipment, or property is at risk to injury or damage. Unsafe conditions or hazards include, but are not limited to wind speeds above 15mph, unattended equipment, equipment not securely anchored, damp or wet environment, rain, air temperatures under 40 degrees Fahrenheit, biohazards, users impaired by drugs or alcohol, overhead hazards, and other conditions or hazards identified by operators. Temporarily suspended operations may resume when the unsafe conditions or hazards are corrected or deemed resolved by the operators. Operators will be trained by owner. Operator trainees may be used when supervised by a trained operator, a manager, or Owner. Renter should report to operators or owner any conditions or hazards that is of concern. Owner will provide and pay all compensation, workman's compensation insurance, and taxes required by law and applying to operators.

12. Other Terms and Conditions

Excessive Cleaning and Repair Fee: Owner acknowledges that ordinary use of the equipment creates some soiling. However if the inflatable unit requires unusual cleaning due to silly string or other products that may damage the inflatable unit, discolor the inflatable unit, leave a residue, leave a mark, or scratches or cuts the vinyl, then the deposit will be forfeit in full, and additional damages may be charged to renter to cover the cost of unusual cleaning and repairs, additional labor, lost revenue, and transportation and freight charges and fees.

A set of Rules and Direction are either displayed on the inflatable unit(s) or have been provided to the renter which all parties and participants agree to follow and utilize at all times during operation and use of the unit(s).

13. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

14. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

15. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier
- by electronic mail (email)

16. Governing Law

This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

17. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

18. Modification

This agreement may be modified only by a written agreement signed by the parties.

19. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

20. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, such invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable. Any provision held invalid or unenforceable shall be deemed modified, amended or limited only to the extent necessary to render it valid and enforceable.

RENTER

Dated: _____

By: _____

<Name>

<Address>

<EMAIL>

OWNER

Axilbund Enterprises, Inc,
a Virginia corporation doing business as Alexandria Coliseum
PO Box 10263
Alexandria, Virginia 22310
eric@alexandriacoliseum.com

Dated: _____

By: _____

Eric Axilbund
President