

## Bubble Ball Contract

### GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT

The conditions of rental here below stated constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

#### 1) RENTAL CHARGES

The cost of rental is \$300 for the use of the Bubble Ball Soccer. The rentee also assumes responsibility for damages to the Bubble Balls. If any ball is damaged, the rentee agrees to pay the current market value of that ball(s) according to the Rentor. This includes, but not limited to, broken shoulder straps, missing caps and holes in the ball(s).

#### 2) PAYMENT

The payment for the Bubble Ball soccer is due at the time of pickup of the Bubble Ball Soccer prior to the event.

#### 3) OPERATORS

Adults must supervise the use of the Bubble Ball at all times. The Rentee agrees to inform participants of and enforce the "Rules for Usage" below. The Rentee also agrees to use the equipment for what is considered "normal & reasonable" use, i.e. Soccer

#### 4) INDEMNITY

Rentee shall indemnify Rentor against, and hold Rentor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Rental, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. The Rentee shall further indemnify Rentor and hold Rentor harmless from all loss and damage to the equipment during the rental period. The Rentee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Rentee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

5) INSPECTION: CONCLUSIVE PRESUMPTIONS. The Rentee shall inspect the equipment after receipt thereof and before use of equipment. Unless the Rentee within said period of time gives written notice to the Rentor, specifying any defect in or other proper objection to the equipment the Rentee agrees that it shall be conclusively presumed, as between the Rentor and the Rentee, that the Rentee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that the Rentee is satisfied with and has accepted the equipment in such good condition and repair. The Rentor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

6) RULES FOR USAGE (Please read these to participants)

- • Participants must only hit others who are in the Bubble.
- • No one is allowed to hit someone in a Bubble unless they are also in a Bubble.
- • No one is allowed to jump on a Bubble Ball (regardless of whether it is occupied or not).
- • You are not allowed to coordinate a head on collision (This causes the shoulder straps to rip)

ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Rentor and Rentee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

Date of Event: \_\_\_\_\_

Date and Time of Pick Up: \_\_\_\_\_

Date and Time of Return: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Rentee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_