



# HAPPY ZAPPY LASER TAG RENTALS

**PIERRE, SD**

## LASER TAG RENTAL AND RELEASE FORM TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented equipment, listed herein under EQUIPMENT RENTED LIST and referred to as equipment heretofore, during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. The RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's possession.
4. The equipment shall be delivered to RENTER and returned to OWNER at the event location designated on Agreement Form at no cost to RENTER unless it is outside of the Pierre area. If a time extension is requested by the RENTER, a rental rate is charged by OWNER, rental charges are billed to the RENTER for each additional hour from the time the equipment is delivered to RENTER until its return.
5. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used.
6. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is being used to locate and retrieve the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
8. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection of its rights under this rental agreement and for any action taken by OWNER to collect any amounts due the OWNER under this rental agreement.
11. I agree to hold harmless and indemnify Happy Zappy Rentals and its owners and employees, for any loss or damage, including any that results from claims for personal injury, death or property damage related to the use of this laser tag equipment.

### EQUIPMENT RENTED LIST

<input type="checkbox"/> STAND-UP BUNKERS	<input type="checkbox"/> VESTS
<input type="checkbox"/> WALL BUNKERS	<input type="checkbox"/> BASES – AMMO KITS
<input type="checkbox"/> BARREL BUNKERS	<input type="checkbox"/> BASES – MED KITS
<input type="checkbox"/> GUNS	<input type="checkbox"/> BASES – T-BASES
<input type="checkbox"/> COMPUTER, SOFTWARE AND UBICONNECT	

12. These terms are accepted by the RENTER upon delivery of the equipment to the RENTER or the agent or other representative of RENTER, as signed below.

RENTER NAME: \_\_\_\_\_ DATE RENTED: \_\_\_\_\_