

For the purpose of this Rental Agreement, "FFAK" shall mean For Fun Alaska LLC, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean customer, its agents and/or employees. In consideration of hiring of the rental items (herein "the rental item or items") described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** Customer agrees to indemnify and hold FFAK harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Customer hereby releases and holds harmless FFAK from injuries or damages incurred as a result of the use of said equipment unless FFAK is operating the equipment and is deemed by a court of law to be negligent in its actions. FFAK cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Customer also agrees to indemnify and hold harmless FFAK from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.
2. **ASSUMPTION OF RISK/RELEASE – DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE FFAK FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR THE OPERATION OF THE RENTAL ITEMS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST FFAK WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. **OPERATORS.** No operators are furnished, directly or indirectly with rental items. See item 23 for Full Service option.
4. **RECEIPT/INSPECTION OF RENTAL ITEMS.** Customer hires the rental items on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the rental items prior to its use and finds it suitable for Customer needs. Customer acknowledges receipt of all items listed in the Rental Agreement and that the rental items are in good working order and repair and that Customer understands (without further instructions) its proper operation and use.
5. **POSSESSION/TITLE.** Customer's right to possession of the rental items begins upon rental items leaving FFAK and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of Agreement. Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the rental items is and shall remain with FFAK. If the rental items are not returned and/or levied upon for any reason whatsoever, FFAK may retake said rental items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend and hold FFAK harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, Customer shall notify FFAK immediately.
6. **RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement. Agreed Return Date on the front of this Rental Agreement. If Customer makes greater use of the rental items, it is agreed that the additional usage will be charged. Rental charges begin immediately upon rental items leaving FFAK. Rental charges end upon return of the rental items to FFAK in an acceptable condition. No allowance will be made for Saturdays, Sundays, holidays, or time in transit nor for any period of time the rental items may not be in actual use while in the Customer's possessions. If the rental items are returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. FFAK may terminate rental at any time and re-take the rental items without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising out of this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances.
7. **ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental items caused by ordinary, reasonable and proper use of the rental items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, concrete, rosin, or any other material.
8. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from appropriate government agencies. FFAK may at the customers request, act as an agent to obtain permits and/or licenses from the appropriate government agencies. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to FFAK or its sub-contractors. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items, permit any repairs to the rental items without FFAK prior written permission; or allow a lien to be placed upon the rental items. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify FFAK when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that FFAK has no responsibility to inspect the rental items while it is in the customers possession.
9. **RETURN OF ALL RENTAL ITEMS.** Customer agrees to return to FFAK the rental items in as good condition as when received, ordinary wear and tear excepted by Rental

10. **DISCLAIMER OF WARRANTIES.** FFAK makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental items are fit for Customers particular intended use, or that it is free of latent defects. FFAK shall not be responsible to Customer or any other third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the rental items. FFAK shall not be responsible for any defect or failure unknown to FFAK. Customers sole remedy for any failure of or defect in the rental items shall be termination of use and return of items to FFAK for partial refund. FFAK must be notified by phone within 15 minutes of failure.
11. **SUBLETTING/LOCATION OF RENTAL ITEMS.** Customer agrees not to sublet, loan or assign the rental items. Customer shall not move the rental items from the address at which the Customer represented it was to be used.
12. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to FFAK. Exercise of any remedies or a waiver of any additional remedies to which FFAK may be entitled.
13. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for FFAK to retake the rental items, Customer authorizes FFAK to retake the rental items without further notice or further legal process and agrees that FFAK shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.
14. **LEGAL FEES.** In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing part in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.
15. **NOTICE OF NON-WAIVER/SERVERABILITY.** Any failure of FFAK to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of FFAK's rights to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be serviceable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
16. **WEATHER:** If an event is canceled because of poor weather conditions, FFAK must be notified not less than 24 hours before the start of the event. Failure to do so will result in forfeiture of deposit. If the 24 hour cancellation requirement is met, the full deposit shall be refunded by check within 30 days. If the equipment is on site of the event and the event is cancelled the full rental amount shall be due and payable. This applies to any or all equipment reserved. Most games will not be operated in rain due to safety issues. It is the renters responsibility to provide shelter from rain or inclement weather. If the FFAK employee determines weather conditions to be a safety issue, options with event contact shall be discussed. There are no refunds for inclement weather.

Site Requirements for Games

17. **SAFETY FIRST.** Good safety practices must be followed.
18. **ELECTRICITY:** Each Fan unit requires a power supply capable of supplying 120 volts at 10 amps (or 1500 watts) continuously and must not be further than 50 feet from the game. 1 fan operates 1 game unit. It is your responsibility to provide power UNLESS you rent a generator from us. If you are unsure of the power at your site, ask your electrician.
19. **GAME LOCATION:** The surface must be flat and clear of anything (rocks, gravel, trash, oil, etc) which WE believe will damage the game(s). Each game must have open space on each side not to be less than 15 feet. Mowed grass is best for our games or inside. We reserve the right to refuse a site based on possible damage to games or injury to players. Games will not be set up in snow, mud or on rocks or on ANY unsafe location.
20. **WEATHER:** Our games can stand up to quite a bit of rain, but safety concerns my cause us to shut games down until the bad weather passes. Rental times will not be extended due to weather.
21. **Permits and Licenses:** Renter is responsible for all permits, licenses and fees required at the site.
22. **RENTAL TIME: Rental times will not be extended for unprepared sites.**
Full Service Option Additional Terms and Condition
23. **Full Service Option:** Full service game option amends items 3 (Operators) and 6 (Rental Period).
 1. **Item number 3** changes rental agreement to include operators necessary to operate each game rented. Assistants for setup and break down must be supplied by the renter. Failure to supply assistants capable for helping in setup and breakdown of each game may delay game uptime at renter's expense.
 2. **Item number 6** changes the operational period to 4 hour blocks of game run time. Setup and break down are outside of the run time window and are determined by FFAK. Additional rental time is available in 2 hour blocks and are on a as available basis only.
24. **Equipment Breakdown:** A total of 20 minutes of down time shall be allowed during each four hours of operation or portion thereof for ride maintenance without penalty. If equipment is down for more than 20 minutes rental extension time shall be made for the time difference.

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