

EQUIPMENT/RIDE RENTAL AGREEMENT

EQUIPMENT DESCRIPTION AND FEE:

QUANTITY	DESCRIPTION	RATE	INCLUDES SUPERVISION (YES OR NO)?

1. EQUIPMENT, RENT, AND TERMS OF RENTAL AGREEMENT.

Catalina Foothills Unified School District No. 16 [DISTRICT], as Lessee, hires _____ [RENTAL COMPANY], as Lessor, for the above-listed equipment. The rental period shall begin on _____ [Date] at _____ [Time] and shall end on _____ [Date] at _____ [Time]. The rental fee as stated above is payable in advance of the rental.

2. DELIVERY. To the street address specified by Lessee. Lessee grants Lessor the right to enter the property at the said street address for the delivery and subsequent pick-up of the equipment. Lessor shall pick up the equipment within two hours of the end time. Lessee is responsible for all equipment until Lessor picks it up, unless a representative or employee of Lessor is at the delivery and pick-up location.

3. TRANSPORTATION EXPENSE. Except as provided herein, all charges in delivering and subsequent pick-up of the _____ [RENTAL COMPANY] unit with respect to the delivery address are included in the rental fee noted above.

4. GENERAL RULES TO FOLLOW DURING USE OF THE _____ [RENTAL COMPANY] UNIT. [Insert rules here or attach as Exhibit.]

5. SPECIAL INSTRUCTIONS. [Insert instructions here or attach as Exhibit.]

6. SUPERVISION. If hired to supervise the use of the equipment, Lessor shall be responsible for supervising the proper use of the equipment and for ensuring that the

general rules and special instructions described in Section 4 and Section 5 are being strictly followed by all persons using the equipment.

7. MAINTENANCE. Lessee agrees to keep the _____ [RENTAL COMPANY] unit in the same condition as when received, ordinary wear excepted. If Lessor is hired to provide supervision of the equipment and use of the equipment, Lessor shall be responsible for any damage to the equipment, unless such damage is caused by Lessee's negligence.

8. ALTERATIONS AND ATTACHMENTS. No alteration in or attachments to the equipment shall be made without prior written approval of Lessor.

9. TITLE TO _____ [RENTAL COMPANY]. Lessee agrees to keep the equipment in Lessee's custody and not to sublease, rent, sell, remove from the delivery address, or otherwise transfer such equipment. The equipment will remain the property of Lessor and may be removed by Lessor at any time after the termination of this rental agreement.

10. INDEMNIFICATION.

- A. Lessor shall indemnify, defend, and hold harmless Lessee and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Lessee, its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by Lessor and/or its employees, agents, representatives, or subcontractors or in whole or in part out of the failure of or defects in the equipment.
- B. Lessee shall indemnify, defend, and hold harmless Lessor and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Lessor, its officers, agents, employees, or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by Lessee and/or its employees, agents, representatives, or subcontractors.

11. INSURANCE. Lessor, at its sole expense, shall procure and maintain a liability insurance policy with the minimum limits of one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. The foregoing coverage shall be effective at all times during the rental agreement period. The policy of insurance shall (1) be written as primary insurance and be non-contributing to any coverage of Lessee, including any coverage provided by the Arizona

School Risk Retention Trust, Inc.; (2) waive the Lessor's insurer's right of subrogation, or similar rights, against Lessee, its officers, employees, agents, and representatives; and (3) name the Lessee and its officers, employees, agents, and representatives as additional insured.

12. ENTIRE AGREEMENT. The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement.

13. WEATHER POLICY. During periods of severe weather conditions (i.e., rain, high winds, etc.), either party may cancel the reservation. In the event that the reservation is canceled due to severe weather, prior to the set-up of the equipment, Lessee is entitled to a full refund of its deposit and/or rental fee paid in advance.

14. INSPECTION OF EQUIPMENT: Lessee agrees to inflate the equipment for inspection on the day the driver returns to pick up the equipment. If for some reason the equipment needs to be deflated, Lessee agrees to secure the equipment and ensure that no one attempts to move it, fold it, or walk on it. If Lessor's representative or employee is present, then Lessor shall be responsible for securing and protecting the equipment. The driver will inspect the equipment before deflating it. If the equipment is deflated upon arrival, the driver will inflate it for inspection.

15. NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for **ANY** damage to _____ [RENTAL COMPANY] equipment, if damage is incurred while the equipment is in the possession of the Lessee, but only if the damage is caused by Lessee's negligence or improper supervision of the equipment's use. If Lessor is hired to provide supervision over the use of the equipment, then Lessee shall not be responsible for any damage incurred due to improper use of the equipment. Damage fees vary but are estimated below:

\$50-\$100 for cleaning fees
\$100 for blower damage
\$200-\$500 for repairs
\$5,000 if the unit is not repairable

16. PHOTOGRAPHS AND PHOTO BOOTHS: Any photographs/pictures taken cannot be utilized for marketing, promotional materials, artwork, social media, or any other purpose.

Lessor: _____ [Rental Company]

By my signature, I accept the terms of this Rental Agreement.

By: _____ Date: _____
Authorized Representative for _____ [Rental Company]

By my signature, I accept the terms of this Rental Agreement.

Lessee: _____ [School District] Date: _____
Authorized Representative for _____ [School District]