

MIDWEST SPELEO CAVE LLC

RENTAL AGREEMENT / RELEASE AND ASSUMPTION OF RISK
FOR USE OF THE SPELEO CAVE PRODUCTS

I. LESSOR: Midwest Speleo Cave LLC

II. LESSEE:

NAME:		ADDRESS:		APT NO:
CITY:			STATE:	ZIP CODE:
HOME PHONE:		CELL PHONE:		BUSINESS PHONE:

III. EVENT INFORMATION:

EVENT DATE(S):	EVENT TIMES:	OVERNIGHT []	CITY:
POC:			STATE:
POC CONTACT AND NUMBER(S):			ZIP CODE:
EVENT LOCATION:		PARK []	COUNTY:

IV. FEE DISCLOSURE:

UNIT I.D.	QTY	EQUIPMENT DESCRIPTION	REPLACEMENT VALUE	RENTAL FEE		
	1	Speleo Cave Attraction with attached 16' Trailer	\$15,000	\$		
		Sales Tax	\$	\$		
		Mileage	\$	\$	TOTAL	\$
		Tax Exemption # _____	\$	\$	DEPOSIT	\$
			\$	\$	BALANCE DUE (CH / CK / CC)	\$
Special Fee Arrangement:					Check Number: _____ ID: _____ STATE: _____ XX Representative: _____	

V. GENERAL RULES: The Lessee or using party shall be in charge of operation and is fully responsible for operation after receiving unit. Lessee agrees to supervise both the equipment and its use at all times said equipment is in the possession of the Lessee. Disclosed in this contract is a set of directions for use and safety rules that lessee agrees to follow and utilize at all times during the operation and use of the Speleo Cave.

1. A responsible **ADULT** must supervise at all times. Do **not** allow participants to enter the without **ADULT** supervision.
2. Participants must **not** be allowed to play, or climb on the Speleo Cave, including the trailer other than through the designated entrance.
3. All participants must **remove** shoes, jewelry, eyeglasses, combs or any other hard objects that could cause injury to other participants or that might scratch the Cave itself.
4. **Absolutely NO food, drink, gum, candy, SILLY STRING, CONFETTI, fingernail polish, paint, make-up, solvents, sticky substances, or pets are allowed inside the Cave.**
5. When participants are in the Cave, there shall be **NO** wrestling, pushing or any other aggressive behavior that could injure other participants.
6. **Water hoses, water balloons, or water guns must not be used in the Cave.**
7. The Cave should not be used in the event of lightening, thunderstorms or severe weather.
8. Do NOT enter the cave if you are claustrophobic or have a fear of tight or confined spaces.
9. Do NOT enter the cave if your body size and type is taller than 6' in height and/or weighing 200 lb or greater.
10. The cave is designed for kids and adults ages 4 years old or older.
11. In the event of an emergency, contact Randy Abbrederis at **(414) 688-1559** and dial **911** for emergency services (**Police, Medical and Fire**).

Initials _____

MIDWEST SPELEO CAVE LLC

ADDITIONAL TERMS & CONDITIONS FOR USE OF THE SPELEO CAVE PRODUCTS

VI. ACKNOWLEDGEMENT: The Lessee acknowledges and certifies that it has had sufficient opportunity to read this entire document, including the additional terms and condition on the back side of this Agreement, and understands its content and that it was executed freely, intelligently and without duress of any kind and agrees to be bound by its terms. Lessee further warrants and represents that they are either the Lessee named above or are authorized and empowered to accept delivery of the equipment and to sign this Agreement on the Lessee's behalf and as the Lessee's agent. Furthermore, Lessee agrees that they are binding themselves personally as an additional party to all of the terms and conditions of this Agreement.

LESSEE SIGNATURE: _____ DATE: _____ TIME: _____ (AM/PM)

PRINT NAME: _____ DRIVERS LICENSE / ID NUMBER: _____ STATE: _____ EXP: _____
(REQUIRED BY INSURANCE)

VII. DELIVERY BY LESSOR: To address specified above by Lessee (**customer**). Lessee grants Lessor the right to enter said property for delivery and return of equipment. A Midwest Speleo Cave LLC authorized representative may arrive as early as the 'end' of the 'rental period' or as late as necessary to pick-up leased equipment. Lessee is responsible for all equipment until it is relinquished to a Midwest Speleo Cave LLC authorized representative. Lessee is **strictly prohibited** from moving, folding, storing, or removing equipment for any reason. Lessor reserves the right to cancel scheduled event should the event location present potential hazards, unsafe conditions or restrict the proper set-up of leased equipment within Midwest Speleo Cave LLC, Speleo Cave, Inc and manufacturer guidelines, state regulations, rules, policies and procedures.

***** DELIVERY AND PICK-UP TIMES ARE APPROXIMATE *****

VIII. RAIN / CANCELLATION / REFUND POLICY: The Lessor reserves the right **not** to refund any deposit should Lessee fail to provide a written cancellation request (via certified mail) prior to seven (7) calendar days of rental. Refund or Rain checks will **not** be issued in the event the leased equipment is not used for any reason. If the equipment does not work properly, it is the responsibility of the Lessee to notify the Lessor to correct. Lessor reserves the right to cancel / postpone scheduled event for safety reasons (e.g. **confirmed** severe thunderstorms, hail, winds in excess of fifteen (15) mph, tropical depression, tropical storm, hurricane or tornado conditions) and will issue a full refund to Lessee for deposits and / or confirmed payments received. Lessee may contact their local authorities (e.g., police, medical, fire, local radio, television, media, internet, national weather service) for assistance with monitoring weather patterns and conditions throughout the rental period. Should Lessee fail to notify Lessor of severe weather conditions prior to delivery, Lessor reserves the right not to refund any deposit. Should Lessee cancel event upon delivery, Lessee is subject to a minimum fee of \$75.00 and forfeits any and all deposits. In the event Lessee request return of leased equipment after formal cancellation, Lessee is subject to an additional minimum delivery fee of \$75.00 plus any delivery fees assessed, based on location of event, on the initial Rental Agreement. Lessee is responsible for monitoring weather conditions throughout the rental period for safe operations.

IX. NSF CHECKS: Lessee understands, acknowledges, and assumes all liability in the event of forwarding to Midwest Speleo Cave LLC an NSF (Non Sufficient Funds) Check. Lessee's failure to make payable to Midwest Speleo Cave LLC on an NSF Check within 10 calendar days shall be evidence of Lessee's intent to defraud Midwest Speleo Cave LLC.

X. RELEASE AND ASSUMPTION OF RISK: I (Lessee) understand and acknowledge that the activity to be engaged in through my rental of an interactive amusement game(s) and/or other playground or amusement equipment brings with it both known and unanticipated risk to its guest, its invitees and itself.

THE FOLLOWING PERSONS ARE STRICTLY PROHIBITED FROM USING LEASED EQUIPMENT: PERSONS THAT WOULD BE CONSIDERED OVERWEIGHT OR OBESE ADULTS OVER 6'0" AND 200 LBS; PREGNANT WOMEN; INDIVIDUALS ON MEDICATION OR UNDER A PHYSICIANS CARE; PERSONS WHO HAVE A FEAR OF TIGHT SPACES; THOSE WITH PHYSICAL AILMENTS, INCLUDING WEARING OF CAST, HEART CONDITIONS, SKELETAL / MUSCULAR INJURY OR PAIN; INDIVIDUALS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; AND PERSONS WHO COULD BE INJURED IN ANYWAY BY THE STRENUOUS ACTIVITY LIKELY TO BE UNDERTAKEN.

XI. LIABILITY RELEASE: The Lessee voluntarily releases, indemnifies, and agrees to hold harmless and discharge Midwest Speleo Cave LLC from any and all liability claims, demands, actions or rights of actions, whether personal to itself or to a third party, which are related to arise out of or are in any way connected with the rental of the interactive unit including those allegedly attributable to negligent acts or omissions. The Lessee agrees to reimburse any reasonable attorney's fees and cost which may be incurred by Midwest Speleo Cave LLC in the defense of any such liability claim, demand, action or right of action.

In the event that the Lessee files a cause of action against Midwest Speleo Cave LLC, the Lessee agrees to do so solely in the State of WI and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The Lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or OTHER liability insurance to cover any bodily injury or property damage, which might occur to itself, its guest, or its invitees from the use of the unit being rented or else agrees to bear the cost of defense and liability of any such injury or damage itself. The Lessee also waives the right of its insurance company to bring any type of action or proceeding on behalf of the lessee against Midwest Speleo Cave LLC whether by assignment of claim, subrogation or otherwise.

Initials _____

XII. CARE OF RENTAL EQUIPMENT: Lessee shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Lessee shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the replacement value listed on the front of this agreement. Damage which is not "ordinary wear and tear" include, but is not limited to, cutting or, ripping or tearing of handles of doors, flooding with water or any liquid or substance, damage due to overturning, exceeding rated capacities, breakage, improper use, abuse, contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay or other materials. Should equipment picked-up by Lessor needs to be cleaned, repaired and/or replaced due to damages, a fee of \$75.00 will be charged for cleaning and a fee of \$150.00 per hour will be charged for any and all repairs plus the cost for shipping, materials and loss of use for rentals. Damage by "Silly String" will result in a minimum cleaning fee of \$150.00 per hour **or replacement** if determined damaged by Lessor.

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MIDWEST SPELEO CAVE LLC

ADDITIONAL TERMS & CONDITIONS FOR USE OF THE SPELEO CAVE PRODUCTS

XIII. LIMITED WARRANTY: Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject to this warranty. Lessor's sole and exclusive obligation under this warranty is limited to repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty on representation that the rental equipment is fit for Lessee's particular use or intended use, or that it is free of latent defects. **Lessor shall not be responsible to Lessee or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.**

XV. COMPLIANCE WITH LAWS: Lessee agrees not to use or allow anyone to use the rental equipment for any illegal purpose, or in any illegal manner, or in an unsafe manner. Lessee agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Lessee further agrees to pay all licenses, fines, fees, permits, or taxes arising from Lessee's use of the rental equipment, including any subsequently determined to be due. Lessee is solely responsible for obtaining all permits and/or licenses from the appropriate government agencies prior to use.

XVI. LEGAL FEES: In the event that an attorney is retained to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court cost in such action or proceeding, in an amount to be determined by the court or arbitrator.

XVII. SEVERABILITY: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

XVIII. COPYRIGHTS AND TRADEMARKS: All product designs, product names, logos, trademarks, service marks, trade dress, and related materials (whether or not registered with the United States Patent & Trademarks Office) are proprietary to and the sole property of Speleo Cave, Inc.

Initials _____