**Rental Games - Rental Agreement**

**Event Reservation**

A signed rental agreement and non-refundable deposit of fifty percent (50%) of the total rental price is required to reserve a date for an event. Should the rental be cancelled for a reason not addressed in this rental agreement, the renter will forfeit the deposit.

**Rental Period**

The rental period will be discussed and agreed upon between parties. Depending on the time requested, delivery charges and game rental cost could differ from the rental literature. The renter is responsible for safely storing the games from the time they are picked up till the time they are returned.

**Final Payment**

The final payment in the amount of the outstanding balance is due two (2) weeks before the date of the event. The games will not be picked up/delivered if final payment is not received prior to the start of the event.

**Inclement Weather**

In the event of inclement weather it is the responsibility of the renter to move the games inside to protect them from sustaining damage. In the event of inclement weather prior to the start of an event where the venue does not have an indoor contingency plan, the renter will be provided a full refund of the rental price.

**Rental Game Unavailable due to Damage or Theft**

Every attempt will be made to rebuild a lawn game prior to a reserved event, should it be stolen or completely destroyed by the previous renter. However, should a game be unavailable to rent due to damage or theft, the following actions will be taken: An available alternate game will be offered with the rental price adjusted accordingly.

**Rental Game Denied by Venue**

In the event that a game is determined to be unsuited for the venue because it could cause damage to either the venue or the lawn game itself, the following actions will be taken: An available alternate game will be offered with the rental price adjusted accordingly.

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**Wear and Tear**

The appearance of the games may be slightly different than in the rental literature because of wear and tear. The games are subject to wear and tear from normal rental use and may sustain minor cosmetic damage and blemishes during the rental period; the renter is not liable for this type of damage.

**Repairable Damage**

The renter acknowledges that they are liable for any and all repairs required, outside of normal wear and tear, to make the games available to be rented for the next event. The condition of each Rental Game will be documented before and after the rental period to justify any repair costs that are charged to the renter.

**Damage Beyond Repair/Theft of Games**

Should a Rental Game be damaged beyond repair or stolen by the renter, they will be financially responsible for the replacement of the Rental Game. The Rental Games are handmade using premium materials, which is both costly and time consuming to replace.

**The following are the Replacement Costs for the Rental Games:**

**Plinko Board** - $250.00

Replacement Plinko Chips - $5.00/EA

**Mini Putt Game** - $300.00

Replacement Putter - $50.00

Replacement Golf Balls - $3.00/EA

**Washer Toss Game** - $75.00

Replacement Washer Toss Washer $2.00/EA

**Yardzee©** - $50.00

Replacement Dice - $5.00/EA

Replacement Bucket/Lid - $4.00

**Yard Small Bricks** - $85.00

Replacement Small Yard Bricks Brick - $1.00

**Yard Large Bricks** - $100.00

Replacement Lg Yard Bricks Brick - $1.00

**Yard Adult Small Bricks** - $110.00

Replacement Adult Small Yard Bricks Brick - $2.00

**Ring Toss** - $45.00

Replacement Rope Rings - $5.00/each

**Tower Of Hanoi** - $40.00

Replacement Blocks for Tower of Hanoi - $2.00/each

**Dominos** - $100.00

Replacement Dominoes - $5.00

In addition to the replacement cost of the Rental Game, the renter will be liable for any financial loss sustained until the Rental Game is replaced. The financial loss will be calculated from scheduled rentals which require refunds and lost rental opportunities because the game is unavailable.

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**Dispute Resolution**

In the unlikely event that a renter is dissatisfied with the rental service provided, they agree to cooperate with Imagination Created to discuss and come to a resolution which satisfies both parties. This can include refunds, discounts, and game substitutions.

**Limit of Liability**

Imagination Created and all representatives are only financially responsible and liable for up to but not to exceed the payments and security deposit received by the renter, for the rental price of the games during the rental period agreed upon. The renter acknowledges that they are solely responsible for assuring that their guests are using the lawn games in a safe and civil manner. The renter agrees that any and all bodily injuries sustained, up to and including death, are the responsibility of the renter and their guests. The renter and guests indemnify and hold harmless Imagination Created and all representatives involved from any and all legal action.

**I acknowledge that I have read and understand the terms and conditions listed above. I hereby agree to the terms and conditions of this agreement.**

**Client:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact:**

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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