



Baraga County Fair Equipment Rental Agreement

Lessee Information

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-mail: _____

Equipment to be Rented: **Rental fees will be waived for non-profit, community and educational events. Subject to Board approval.

☐ Dunk Tank- \$50/Day ☐ Other: _____ - \$ _____

Balance Due: \$ _____

Date and Location of Event:

Date: _____

Address: _____

City, State, Zip: _____

Pick Up Date: _____ Drop Off Date: _____

Location Equipment will be Held if different from Event:

Address: _____

City, State, Zip: _____

BARAGA COUNTY FAIR EQUIPMENT RENTAL AGREEMENT WAIVER & RELEASE OF LIABILITY

The following Terms and Conditions apply to all rental equipment orders from Baraga County Fair.

By agreeing to rent the items listed, You ("Lessee"), confirm you hereby freely and voluntarily agree to execute this Agreement & Release under the terms listed as following. You acknowledge that you have read, understood and agree with all of the following Terms and Conditions. You acknowledge that items and equipment are in good condition and working order and agree to return all rental items upon termination of the rental period or at the Lessors' ("Baraga County Fair's") request. There will be absolutely no refunds after agreement, and acceptance of item(s).

EQUIPMENT RENTAL TERM & AGREEMENT

The Undersigned, as lessee, hires from Baraga County Fair the item(s) listed for the amount stated as Balance Due. All equipment will be picked up at 15243 Pelkie Road, Pelkie, MI 49958. Item(s) are not to be removed from the property listed on rental agreement without the express written consent of a Baraga County Fair representative. Lessee gives Baraga County Fair representatives the right to enter the property for inspection of equipment. Lessee shall keep and maintain equipment during the terms of rental at Lessee's own cost and expense. Lessee shall keep the equipment in a good state of repair, with normal wear expected. Lessee shall return item(s) at end of rental term at own expense.

All equipment will be clean and in good working order and all product specific safety rules will be reviewed with Lessee. Lessee agrees to keep all Baraga County Fair rentals in the same condition as received. If Lessee damages any rental item, lessee will pay for the repair or replacement cost at the discretion of Baraga County Fair. Lessee is responsible for damage to equipment or items due to abuse, misuse, or negligence. Lessee agrees to pay the charges to repair equipment damaged, destroyed, lost or stolen.

WAIVER AND RELEASE OF LIABILITY

Lessee does hereby release, forever discharge and hold harmless Baraga County Fair and its employees, members, and representatives from any and all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Lessee's possession and use of the rental equipment or items. Lessee understands and acknowledges that this Release discharges Baraga County Fair, from any liability or claim that the lessee may have against Baraga County Fair with respect to any bodily injury, personal injury, illness, death or property damage that may result from Lessees' possession, use or misuse of any equipment or items belonging to Baraga County Fair. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk of use of Baraga County Fair equipment, items or services, remains with you. Baraga County Fair will not be liable for any incidental, special, punitive or exemplary or consequential damages or for the cost of procuring substitute equipment or services arising out of or in connection with this agreement or from the use of or inability to use Baraga County Fair Equipment, items or services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory and whether or not Baraga County Fair has been informed of the possibility of such damage.

ASSUMPTION OF RISK: Lessee recognizes and understands that use of Baraga County Fair equipment may involve inherently dangerous activities. Lessee understands and acknowledges that

this Release discharges Baraga County Fair from any and all claims of injury, illness, death, or property damage resulting from the possession and use of any Baraga County Fair equipment or item(s).

INSURANCE: The Lessee understands that insurance is not provided by Baraga County Fair during the rental period. Insurance is not required for use of equipment or item(s). It is highly encouraged to obtain insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment or items under this agreement and is the sole responsibility of the Lessee.

INDEMNIFICATION: Lessee agrees that he/she will defend, indemnify and hold Baraga County Fair, its officers, employees and representatives, harmless from and against any claims of liability resulting from the use of rented Baraga County Fair equipment or items by the Lessee or any other persons using the equipment or item while in the Lessee's possession including from/against any costs incurred due to claims of injury or attorney's fees and related costs or injury involving the use and return of Baraga County Fair equipment should legal action become necessary.

PAYMENT: Lessee acknowledges payment for equipment rental must be made in full before removing equipment from Baraga County Fair grounds.

SAFE OPERATION ACKNOWLEDGEMENT: Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of Baraga County Fair rental equipment or items. Lessee agrees to observe all safety precautions.

RENTAL EQUIPMENT PHOTOGRAPHY POLICY: Lessee acknowledges that Baraga County Fair employees or representatives may photograph Baraga County Fair rental equipment while under Lessee's possession at the event location which may or may not be Lessee's private property. These photographs may be used to document the condition of rental equipment. These photographs may also be used online at Baraga County Fair's website (www.baragacountyfair.org) at Baraga County Fair discretion. Any elements that can or may personally identify Lessee and/or Lessee's guests will be attempted to be removed from the photograph before being uploaded to the website.

OTHER: I, Lessee, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENT.

Date: _____ **Lessee Signature:** _____

Lessee Name: _____