

# RENTAL OF EQUIPMENT AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Pilots & Places Adventures LLC** (hereinafter referred to as "Pilots"), and \_\_\_\_\_ (hereinafter referred to as "Customer");

## RECITALS:

- 1.) Pilots owns inflatables and other materials listed in Exhibit A incorporated into this Agreement to which Customer agrees to rent and
- 2.) Pilots agrees to rent to Customer all the Equipment listed in Exhibit A subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants contained herein, it is hereby agreed as follows:

## AGREEMENT:

### 1.) Equipment

Subject to the terms and conditions of this Agreement, Pilots hereby rents to Customer and Customer rents from Pilots, all the personal property fully set forth in **Exhibit A**. Before renting the Equipment to Customer, Pilots agrees to sanitize the Equipment. Pilots also encourages the Customer to follow all COVID-19 protocols while hosting an Event, including but not limited to social distancing, and the wearing of a mask. Customer shall indemnify and hold Pilots harmless for any and all loss or liability related to the contracting of COVID-19.

### 2.) Term of Agreement.

This Agreement shall become effective upon execution by all Parties and shall continue in full force and effect for the timeframe fully set forth in **Exhibit B**.

### 3.) Payment

During the term of the Agreement, Customer shall compensate Pilots for the use of the Equipment fully set forth in Exhibit A. The terms of compensation are fully set forth in **Exhibit C**.

### 4.) Indemnification.

Customer shall indemnify and hold harmless Pilots or any agent of Pilots for any and all loss or liability, including the costs of settlements, judgements, damages and expenses, including reasonable attorney's fees, from claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, for injuries or damages to persons or

property arising from or in any manner relating to acts or omissions of Customer under this Agreement, whether arising from or relating to acts or omissions solely of Customer or arising from or relating to acts or omissions of both Customer and Pilots. This indemnity shall survive the termination or expiration of this Agreement.

#### **5.) Damage or loss of Equipment**

Customer assumes all risks and is fully responsible for any damage, for whatever cause to the equipment outlined in the rental agreement, whether insured or not, until the equipment has been returned to Pilots. This Agreement assumes that the Customer will return the rented equipment back to Pilots in the same condition as delivered to the Customer. Damage or injury to property or persons resulting from the use of the rented equipment or damage to the rented equipment that occurs is the financial responsibility of the Customer. In the event of damage to, loss of or destruction of the equipment, the Customer will notify Pilots in writing of facts pertaining to the damage or loss. The Customer will pay for necessary repairs to the Equipment. If the Equipment is returned broken or damaged, repair charges will not exceed the replacement value of the rented equipment materials.

#### **6.) Photo Release.**

Customer grants permission to Pilots and its agents or employees, to use in any lawful manner photographs taken at any event held by Customer. Customer hereby grants Pilots permission to use such photographs in electronic versions on Pilots web sites or other electronic forms of social media without notifying Customer. Customer irrevocably authorizes Pilots to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose during the term of this Agreement. After the term of the Agreement, Customer agrees that all photos will become the property of Pilots, will not be returned, and will continue to be used by Pilots in any lawful manner in which Pilots desires. Customer waives any right to royalties or other compensation arising or related to the use of the photo. Customer hereby agrees to hold harmless, release, and forever discharge Pilots from all claims, demands, and causes of action which Customer as or may have by reason of this authorization.

#### **7.) Non-Disparagement**

Customer covenants and agrees that Customer shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of Pilots.

#### **8.) Non-Assignment**

Customer shall neither assign its rights nor delegate its duties under this Agreement without prior written consent of Pilots.

**9.) Attorney's Fees.**

If it is necessary for any one of the parties to bring any action to enforce any of the terms and covenants of this Agreement, it is agreed that the prevailing party shall be entitled to a reasonable attorneys' fees and costs.

**10.) Governing Law.**

This Agreement and the agreements contemplated hereby shall be construed in accordance with and governed by the laws of Commonwealth of Virginia, without regards to its conflicts of law provisions. Jurisdiction and venue with respect to any suit in connection with this agreement shall reside in the courts of Chesapeake, Virginia.

**11.) Severability.**

If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

**12.) Entire Agreement; Modification.**

This Agreement, and the Exhibits incorporated herein by reference, constitute the entire agreement between the parties. There are no promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of Pilots and Customer.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

**Pilots & Places Adventures, LLC**

**BY:** \_\_\_\_\_  
**Manager**

**Customer**

**BY:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT A**

***[List of Equipment to be rented]***

**EXHIBIT B**

*{Place Term of Agreement here}*

**EXHIBIT C**

***[Place Compensation Package here]***

