

## Rental Agreement

This Rental Agreement (this "**Agreement**") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between **campIN, LLC**, an Ohio limited liability company ("**campIN**"), and \_\_\_\_\_, an individual or individuals (collectively, jointly, and severally, "**You**"), residing at \_\_\_\_\_.

WHEREAS, campIN is in the business of renting indoor tents for children’s parties, social gatherings, and other events; and

You desire to rent from campIN, and campIN desire to rent to you, one or more tents, all on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Tent Specifications, Requirements, and Fees. campIN’s website contains information regarding the types of tents available for rental, the dimensions of each such tent available for rental, any special requirements applicable to any of the tents available for rental (including ceiling heights), and the fees applicable for each such tent available for rental (the "**Product Specification and Fee Information**"). You acknowledge and agree that You have reviewed the Product Specification and Fee Information. After having reviewed the Product Specification and Fee Information, You agree to rent from campIN, and campIN agrees to rent to You, the following tents (hereinafter, each a "**Tent**," and collectively, the "**Tents**") on the following terms:

<b>Product Type</b>	<b>Quantity</b>	<b>Date of Rental</b>	<b>Date of Delivery by campIN</b>	<b>Number of Hours of Rental</b>	<b>Pickup Date by campIN</b>	<b>Fees for Rental</b>

2. Deposits. Contemporaneous with the execution of this Agreement, You agree to pay to campIN (i) a fee deposit in the amount of \$\_\_\_\_\_ (the "**Fee Deposit**"), and (ii) a damage deposit in the amount of \$\_\_\_\_\_ (the "**Damage Deposit**"). The Fee Deposit shall be credited to any fees payable under Section 3 below. The Damage Deposit shall be (a) refunded to You within three (3) business days after the return of all Tents to campIN if there is no damage to the Tents, or (b) irrevocably forfeited to campIN if there is damage to any of the Tents.

3. Fees. You shall pay to campIN all fees listed above in Section 1 (less the Fee Deposit) upon campIN's delivery of the Tents. All Fees shall be paid via cash or credit card.

4. Cancellation. You have the right to cancel the delivery and rental of the Tents. To be effective, a notice of cancellation shall be sent via e-mail. If a cancellation is made at least seventy-two (72) hours prior to the scheduled delivery date (as set forth above in Section 1) of the Tents, You shall receive a full refund of the Fee Deposit and the Damage Deposit. If a cancellation is made fewer than seventy-two (72) hours prior to the scheduled delivery date (as set forth above in Section 1), You (i) shall receive a full refund of the Damage Deposit, and (ii) irrevocably forfeit the Fee Deposit to campIN.

5. Ownership of Tents. You agree that, in renting the Tents, you have only a temporary possessory right to use such Tents in accordance with the terms and conditions of this Agreement, and that campIN shall at all times own all right, title, and interest in and to the Tents.

6. Use of Tents. You agree to use the Tents in a safe and responsible manner. You agree that the Tents will be used only in smoke-free and pet-free environments.

7. Assumption of Risks. You acknowledge that there is a risk of injury, damage, or death arising out of the use of the Tents, and You hereby elect to voluntarily enter into this Agreement and assume the aforesaid risks.

8. Release. In consideration of campIN renting the Tents to You, You (and any minor in your care) hereby release and forever discharge campIN, its successors and assigns, and their respective members, directors, officers, and employees (collectively, the "**campIN Releasees**") from any and all claims, demands, and causes of action of any kind whatsoever (regardless of fault), whether known or unknown, foreseen or unforeseen, at law or in equity, that you (and any minor in your care) had, now have, or may ever have against any of the campIN Releasees, including, but not limited to, claims in tort, claims for bodily injury or death, claims for property damage, or other claims of any kind, occurring during, arising out of, or in any way related to your rental, use, or possession of any of the Tents, or the use or possession of any of the Tents by any minor in your care. You expressly agree that You will not pursue any legal action of any nature against any of the campIN Releasees for any damages of any nature arising from your rental, use, or possession of any of the Tents, or arising from the use or possession of any of the Tents by any minor in your care.

9. Indemnification. In consideration of campIN renting the Tents to You, You hereby agree to indemnify, defend, and hold the campIN Releasees harmless from and against any and all causes of action, claims, suits, compensation, demands, damages, losses, costs, interest (statutory or common law), expenses, attorney fees, and liabilities of any kind, resulting from any claims in tort, claims for bodily injury or death, claims for property damage, or other claims of any kind, occurring during, arising out of, or related to your (and your minor's) rental, use, or possession of any of the Tents.

10. Legal Fees. In the event campIN engages an attorney to enforce any of the terms and conditions of this Agreement (regardless of whether suit is filed), You agree to pay all collection fees, attorneys' fees, court costs, and any other expenses incurred by campIN.

11. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Ohio (without regard to its conflict of laws principles). Any litigation arising under this Agreement shall be filed in the courts located in Montgomery County, Ohio.

12. Joint and Several. When more than one person signs this Agreement below, all such individuals shall be jointly and severally bound by all of the terms and conditions of this Agreement, and all such individuals shall be jointly and severally responsible and liable under this Agreement.

13. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument. A copy of a digital or original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

14. Entire Agreement. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

campIN, LLC

Customer(s)

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

