

## Pinball Machine Rental Contract (Page 1)

The client, \_\_\_\_\_, referred to throughout the remainder of this document as “the client” is entering into a legally binding contract with Kingpins LLC. The client is agreeing to rent a pinball machine from Kingpins LLC, specifically the title \_\_\_\_\_. The client agrees to pay a one time set up/delivery fee of \$\_\_\_\_\_, due upon delivery, followed by a daily rate of \$\_\_\_\_\_ per day, for each day after the set up date that the pinball machine remains at the clients property. The pinball machine will be set to “free play”, meaning no quarters will be needed to add credits to start a game. The client agrees to pay Kingpins LLC the daily rate in full + any other potential fees(described later) upon the scheduled pick up date. The client agrees that this game will remain at the location of \_\_\_\_\_ for the entire duration of this contract. This contract may be requested for termination at anytime by either party after the set up date of \_\_\_\_\_ as requested by either the client or Kingpins LLC, upon pick up of the contracted machine by Kingpins LLC and the balance due paid in full by the client. The client must place a request at least 48 hours in advance of their requested pick up date directly to \_\_\_\_\_ of Kingpins LLC by phone at: (208) 412-3202. Kingpins LLC will also give the client a 24 hour notice of removal of the pinball machine from the clients property by phone to the clients phone number at: \_\_\_\_\_. Kingpins LLC also reserves the right to pick up and remove the contracted pinball machine from the clients premises at anytime.

The client agrees to pay any other potential fees for parts and labor arising from any damage to the machine during this contract up to the maximum cost of a brand new machine of the same or comparable title + any shipping costs, including but not limited to anything that may arise from regular play. The client takes sole responsibility for anything else that may prevent this game from being picked up by Kingpins LLC on the pick up date, including but not limited to, death, theft, misplacement, hazards, viruses, acts of god, government intervention or alien invasions. It is the clients responsibility to note and hand deliver in written form to Kingpins LLC any damages that are present on the pinball machine prior to Kingpins LLC’s departure from the clients property on the set up date. Kingpins LLC may take up to 72 hours to inspect the game upon removal from the clients property on the pick up date for any damages that may have occurred to this pinball machine while on the clients property. The client must inform Kingpins LLC immediately by phone at: (208) 412-3202 of any issues that arise with the machine during this contract. If Kingpins LLC determines the machine is in an unhealthy environment or at risk for any reason they reserve the right to remove the pinball machine from the clients property immediately, while charging the client any daily fees they have accrued and any fees associated with damage to the machine. If the client fails to allow the machine to be picked up on the scheduled pick up date, they agree to pay an increased daily rate of \$100 per day, until the pinball machine is successfully picked up by Kingpins LLC. If the client has still not allowed Kingpins LLC to pick up the game 7 days after the requested pick up date, Kingpins LLC may charge the client the cost of a replacement pinball machine + shipping of the same or comparable title + any daily fees the client has accrued and failed to pay. If the client does not pay Kingpins LLC the total due within 7 days of the pick up date, Kingpins LLC will charge them a daily interest rate on the remaining balance at the maximum interest rate allowed by law, until the balance is paid in full.

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Should the pinball machine remain contracted on the clients property for more than 28 days, Kingpins LLC reserves the right to request a payment due for the accrued daily rate. This balance will be due in full within 7 days of the requested payment.

With the current Covid-19 outbreak situation happening here is a special circumstance. If anybody at the property of this machine is infected or showing signs of the Covid-19 virus, any variant of it, or any other virus now known or unknown that health officials deem to be highly contagious and transferrable by shared contact of the pinball machine, the client will be required to test all members who reside at the property. During this time, the pinball machine WILL remain on the contracted property until all members test negative for infection and/or a certified health official deems the machine safe for removal and safe for public contact. In the case of a positive result for any member residing at the property, the machine will remain on the property until a certified health official deems the machine safe for pick up and safe for public use. The client agrees to pay an increased daily rate of \$\_\_\_\_\_ per day that the machine must remain on the property during these circumstances, should a positive result of infection occur; along with any fees associated with this scenario including but not limited to, hiring professionals, decontamination, or testing. In the event of this unfortunate scenario, Kingpins LLC will try and work with the client should this special scenario cause a financial burden for the client. **The increased daily rate during this circumstance will only take effect if Kingpins LLC needs the pinball machine back during this period, else the normal daily rate will apply.**

The client and anyone affiliated with the client, hereby waive all rights to sue or hold Kingpins LLC liable for any issue arising from or involving the pinball machine or from Kingpins LLC or any of their affiliates; including but not limited to, death, divorce, damage to personal or private property, fire, viruses, acts of god, stampedes of cows, lightning, or anything else now known or unknown.

The client signed below agrees they have read and understand this contract, and agree to be bound to it.

Signed \_\_\_\_\_ Witness \_\_\_\_\_

Date \_\_\_\_\_