

Date/Time Out _____

Date/Time In _____



The Toy Barn of Florida, LLC

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Equipment Rental Addendum

Email this document along with ID and auto insurance card to: reservations@thetoybarnfl.com
Call **941-350-0776** with any questions

Renter Name 1 _____

Full RENTAL Address: _____

Full HOME Address: _____

Phone: _____ Add'l Phone: _____ Email Address: _____

Driver's License #: _____ State Issued: _____ Expiration: _____ DOB: _____

Renter Name 2 _____

Full RENTAL Address: _____

Full HOME Address: _____

Phone: _____ Add'l Phone: _____ Email Address: _____

Driver's License #: _____ State Issued: _____ Expiration: _____ DOB: _____

Rental Fee: \$ _____ Delivery Fee: \$ _____ Sales Tax: \$ _____ Total: \$ _____

I agree to pay the above charges and any additional charges that may occur while rental equipment is in my possession such as, but not limited to, additional days, traffic violations, parking tickets, fuel, mileage, taxes, etc.

X _____

Renter 1 Signature

Date

X _____

Renter 2 Signature

Date

A security deposit may be charged depending on the type of equipment rented and will be determined by management at the time of the rental. The security deposit (if applicable) will be placed on a credit/debit card, to be refunded once the equipment is returned undamaged. Any damage to the equipment due to misuse or user error will be deducted from the deposit, including scratches and cosmetic damage. If the deposit does not fully cover the damages, the renter will be asked to pay for those at the time the equipment is picked up or returned or the damages will be further charged to the credit card used.

Equipment is not to be moved from delivery and pick-up address provided without express permission from The Toy Barn of Florida, LLC.

Equipment that is returned to The Toy Barn of Florida, LLC in extremely dirty condition, i.e. sand on all surfaces, caked in mud, food all over surfaces or stains, etc. will be charged a \$20 cleaning fee, to be charged to credit card on file or subtracted from security deposit.

The undersigned hereby acknowledges having been informed by The Toy Barn of Florida, LLC that rental of equipment is potentially hazardous and as such is willing to assume ALL risk of such hazardous activities.

For and in consideration of the rights and uses granted to Renters and their families by The Toy Barn of Florida, LLC, the undersigned Renter(s), individually and jointly with their families and users of the equipment, further agree to fully release, indemnify and hold harmless The Toy Barn of Florida, LLC, their principal, agents, guides, employees, successors and assigns, from any and all claims and/or lawsuits for negligence, personal injury, death, property damage, breach of contract, deceptive trade practice, fraud or any other causes of action brought by a renter, third party(ies), or another renter, arising out of or in any way related to the rights and privileges with the use of the equipment rented herein.

If The Toy Barn of Florida, LLC, their principals, agents, guides, employees, successors or assigns are made a party defendant to any litigation concerning the use of the equipment subject to this agreement, then Renters, individually and jointly, shall further indemnify The Toy Barn of Florida, LLC against any and all liability and damages by reason of the litigation, including reasonable attorneys' fees and expenses incurred by The Toy Barn of Florida, LLC whether or not the litigation is prosecuted to judgment.

It is my intention that this Release/Waiver and Indemnity Agreement binding me, my spouse, heirs, legal representatives and assigns, and anyone else who may make a claim on my behalf because of me as a result of my involvement or participation in any of the above mentioned hazardous activities even if I suffer a loss of money, property, health and/or life. I further agree that this agreement be binding regardless of who is at fault, including the negligence of The Toy Barn of Florida, LLC and/or any person that works for, or has any relationship with The Toy Barn of Florida, LLC whatsoever.

In the event that first aid and/or medical treatment is required due to my participation in connection with any of these hazardous activities, I agree that seeking medical attention, as well as, payment for any first aid/medical treatment is my full responsibility.

I AGREE TO THE REFUNDABLE SECURITY DEPOSIT IN THE AMOUNT OF \$_____, AND TO ASSUME RESPONSIBILITY AND PAY FOR ANY AND ALL DAMAGES TO RENTAL EQUIPMENT OCCURRING WHILE SAID EQUIPMENT IS IN MY POSSESSION AND IN MY CONTROL. I will answer my phone/call The Toy Barn back within 1 hour of receiving a phone call on the day that the equipment is to be picked up or agree to pay a \$25 fee. _____ Initials

I agree that if I am unavailable for pickup or return the equipment late, I will be charged \$25 for each additional day used per rental item. _____ Initials

I understand and agree that this Release/Waiver and Indemnity Agreement is intended to provide The Toy Barn of Florida, LLC the maximum protection that the State of Florida permits and that if any part of the Agreement is to be invalid, the remaining provisions shall continue in full force and legal effect. _____ Initials

I have been informed of the rules, regulations, city ordinances and state laws regarding my operation of the equipment that I have rented. _____ Initials

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND WHAT IS CONTAINED HEREIN. I CONFIRM MY AGREEMENT WITH THIS CONTRACT BY SIGNING BELOW.

X _____
Renter 1 Signature Date

X _____
Renter 2 Signature Date

Initials

 Initials

 Initials

List of Rental Equipment

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.