

ARCADE RENTAL AGREEMENT

OWNER:
("Lowry Parcade")

Lowry Park Tavern LLC DBA Lowry Parcade

1213 W. Waters Ave.
Tampa, FL 33604

813-915-9180

RENTER:
("Renter")

Address:

Contact Phone:

Address of Use:

EQUIPMENT RENTED

ITEM

SERIAL NUMBER

DESCRIPTION

Rental Rate (US Dollars):

For rental period FROM
("Weekly" or "Monthly")

TO

RENTAL TERMS AND CONDITIONS

1. To be qualified for rental, the Renter must be at least 18 years of age.
2. Renter must be an authorized user of a credit or debit card. There must be valid charging to pay the security deposit, monthly rental charge, and any damages that may be assessed in event of failure to return the Arcade Game in compliance with Terms below.
3. The Renter shall allow Lowry Parcade to enter Renter's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the Renter is in default of any of the terms and conditions of this agreement, Lowry Parcade, and Its agents, at the Renter's risk, cost and expense may at any time enter the Renter's premises where the rented equipment is stored or used at all time and recover the rented equipment.
4. The Renter shall not remove the equipment from the address of the Renter or the location shown herein as the place of use of the equipment without prior written approval of Lowry Parcade. The Arcade Game will remain in the place delivered without disassembly or tampering unless approved by Lowry Parcade.
5. Renter agrees that Lowry Parcade may change the nature of this agreement at any time without prior notice.
6. Renter may discontinue the use of the Arcade Game at any time. In case Renter terminates this agreement early, Renter waives any reimbursement for service unless Lowry Parcade deems Arcade Game was not functioning and Renter was not at fault.
7. Lowry Parcade may, at any time, terminate your Rental for any reason with or without notice.

8. Delivery Conditions

- a. Lowry Parcade has the right to refuse delivery at any time, including during or delivery, if it is deemed by Lowry Parcade that the location poses a risk of loss to the Arcade Game. This can be exercised at any time including during or after delivery.
- b. Delivery Conditions – 3 Step Rule - Lowry Parcade reserves the right to deny delivery and/or rental to any address that contains more than 3 steps on the path to deposit the Arcade Game.

9. Game Maintenance

- a. Renter shall not use the game for any other use than its manufactured intent as an amusement machine. Renter also agrees to not use any equipment on machine, such as testing equipment, electronic, or games not designed for use in the Arcade Game.
- b. Renter shall only use Arcade Game for non-commercial purposes.
- c. Renter shall not move the machine from where it was placed by Lowry Parcade staff.
- d. Renter agrees to not open, enter, or break inside the machine unless otherwise instructed by Lowry Parcade. Renter shall not disassemble the machine in any manner unless instructed by Lowry Parcade.
- e. Renter shall take care in dealing with the machine and not use it in a manner beyond its normal intent. The Arcade Game should never be played with aggressive force.
- f. Renter shall keep the game turned off when not in use.
- g. No drinks on machines. Ever.
- h. Renter agrees to keep any person under the age of 18 away from the machine unless they are under direct parent or guardian supervision.

10. Weekly or Monthly Rentals

- a. The term of the Arcade Game Rental shall be for one week or one month ("Rental Term") as stated above in the rental period. This shall be for personal, non-commercial use. The Renter's credit card will be charged for the rental term, the security deposit (\$75 for an arcade game, \$100 for a pinball game), and the delivery fee.
- b. After holding the game for the rental term, Lowry Parcade has the sole right to retrieve the machine. Lowry Parcade may also offer an additional rental term to be determined at that time.
- c. We do not charge for delivery or pickup within the a 5-mile radius of our location (1213 W. Waters Ave. Tampa, FL 33604), but we do charge a fee of AT LEAST \$50 if you or your authorized adult is not present at the delivery or pickup location on the delivery date. The decision to deliver outside the 5-mile radius will be at our sole discretion and will be subject to a one-time per-game extended area delivery fee of AT LEAST \$50.
- d. We accept credit and debit card payment. In no event will we be liable for unauthorized use of your Card by a third party.
- e. Upon the end of the Rental Period, Renter may be contacted by Lowry Parcade for pick up. It is also the responsibility of the Renter to notify Lowry Parcade of end of term. If Renter properly terminates a rental at the end of a Term in accordance with this agreement, you will be contacted to confirm a pickup date and time. Upon pickup, Lowry Parcade will inspect Arcade Game for any damage that is beyond normal wear and tear. If Arcade Game is in proper condition to what it was delivered in, we will process a refund for your deposit. The damage deposit will be issued by check or credit card refund and provided within 5 days of return.

11. Arcade Game Issues

- a. During Rental Period, if the rented Arcade Game begins to function in a way different than after the initial delivery, Renter will contact Lowry Parcade by phone or email within 48 hours of the first appearance of the problem. Renter will unplug the machine and keep it turned off until further notified.
- b. Lowry Parcade may attempt to assist with troubleshooting the problem remotely (via phone or email). If the problem persists, Lowry Parcade will send a staff member to go to the address listed as the location for the Renter to repair the Arcade Game. Unless Lowry Parcade determines, in our reasonable discretion, that the cause of the breakdown was Renter's failure to properly secure or use the Arcade Game, Renter will not be charged for the repair and Renter will receive a pro-rate reimbursement for days the Arcade Game remained unusable beyond three days, after notice to Lowry Parcade of the problem.
- c. If Lowry Parcade determines by reasonable discretion that Renter is responsible for the damage or lack of normal functioning to the Arcade Game, Renter will be charged for the cost of repair in accordance with .
- d. Renter is responsible and liable for all damage or loss to the Arcade Game during the Rental Period.
- e. Renter is responsible for all damage or casualty loss to the Arcade Game during the Rental Period.
- f. In case Lowry Parcade deems the Arcade Game repairable, Renter shall reimburse Lowry Parcade for the cost of parts and repairs. Service Fees shall be at the rate of \$50 per hour plus cost of parts.
- g. After repair attempts or in case of damage, if Lowry Parcade upon reasonable inspection deems Arcade Game a total loss, in the event Arcade Game is not returned, or in event Arcade Game is stolen, Renter agrees to be liable and pay for total cost in value of Arcade Game. Value of Arcade Game shall be determined by Lowry Parcade based on current market value determined by no more than two (2) third-party sources, such as Ebay or other online or in print sources. If loss exceeds the security deposit, Renter will be invoiced and billed for the difference and for any remaining costs of service.

12. Renter hereby agrees to hold harmless Lowry Parcade for any personal injury or property loss. Renter also hereby agrees to hold harmless Lowry Parcade for any claim in connection with rental or delivery brought against us by third parties.
13. Renter waives any claim of injury (personal) and/or damage to property from any cause in connection with delivery or the Arcade Game rental, regardless of cause.
14. The Renter shall pay all reasonable attorney and other fees, the expenses and costs incurred by Lowry Parcade in protection its rights under this rental agreement and for any action taken by Lowry Parcade to collect any amounts due Lowry Parcade under this rental agreement.

X

Renter

X

Owner