**EQUIPMENT RENTAL AGREEMENT AND WAIVER LIABILITY**

1. EQUIPMENT. Neighbors2Bros, LLC d/b/a Championship Yard Games (“CYG”) hereby agrees to lease equipment to Customer as per this rental agreement. By electronically signing this document, Customer below agrees to be bound by this Agreement.

2. LEASE TERM. The Lease will start on the dates and times selected by the Customer at checkout (“Lease Term”).

3. LEASE PAYMENT. Customer agrees to pay to CYG as rent for the Equipment the amount due (“Rent”) in advance of delivery of the Equipment.

4. SECURITY DEPOSIT. Prior to taking possession of the Equipment, Customer may deposit with CYG a security deposit that will depend on the product or time frame of rentals as security for the performance by CYG as well as for any damages caused by Customer or Customer’s agents to the Equipment during the Lease Term. Damages include, but are not limited to, returning the Equipment with paint scratches, dents, missing pieces, damage that hinders the functionality of the Equipment, and other damage beyond “normal wear and tear” to be determined in the sole discretion of CYG. CYG may use part or all of the security deposit to repair any damage to Equipment caused by Customer or Customer’s agents, however, CYG is not limited to the security deposit amount and Customer remains liable for any balance that may be due and owing. Customer further agrees that he/she will forfeit any deposit if Customer breaches any terms or conditions of this Agreement. In the event that no security deposit is taken, but damage occurs, CYG reserves the right to assess damages/cost of lost property and charge credit card on file.

5. LATE CHARGES. If the Customer does not have equipment ready for pickup on the date and time per the Lease Term, the Customer agrees to pay a late fee of the full price of rental per day. If Customer returns the Equipment after the date it was due to be returned or picked up, the Customer will be charged the daily rental charge for each day that the Equipment was late. Customer agrees that these fees may be charged to the credit card used to rent the Equipment.

6. RETURN OF THE EQUIPMENT. If Customer does not return the Equipment on the Return time and date stated in paragraph 2 of the Agreement, the Customer may take steps to recover and repossess the Equipment. The Customer hereby authorizes CYG and its agents to peacefully enter any premises owned or occupied by the Customer in order to recover and repossess the Equipment. Customer also agrees that if the Equipment is not returned within one week of the Due Date, CYG is permitted to charge the credit card used to rent the Equipment for the full replacement value of the late Equipment.

7. WAIVER OF LIABILITY. Customer assumes all the risks in using the Equipment. Customer, on behalf of itself, its guests, tenants and invitees, waives any rights to recovery from CYG for any injuries that Customer, and/or any individuals that utilize the Equipment while under Customer’s possession, that they may sustain while using the Equipment under this Agreement. CYG is not liable for any personal injury or property damage to Customer, and/or any individuals that utilize the Equipment while under Customer’s possession. CYG is not liable for any illness or COVID19 related illness that may occur during an event where CYG games are present. Further, CYG is not liable for any personal injury or property damage if the Equipment is improperly used, the Equipment malfunctions in any way, or for any other reason whatsoever related to the Customer and others’ use of the Equipment.

8. INDEMNIFICATION. Customer agrees to indemnify and hold harmless CYG from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against CYG that result from the acts or omissions of Customer, and/or any individuals that utilize the Equipment while under Customer’s possession, and any agents of Customer.

9. COLLECTION COSTS. Customer must reimburse CYG for its reasonable costs of collection or recovering or repossessing the Equipment including, but not limited to, reasonable attorney’s fees.

10. WAIVER OF WARRANTIES. CYG disclaims any and all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

11. limitation of liability. Customer further agrees that CYG, and its members, managers, officers, employees and agents shall not be liable for any damages including lost profits, or incidental, consequential, exemplary, or punitive damages arising Customer’s use and rental of the Equipment. In no event shall CYG be liable for any damages exceeding the charges actually paid by the Customer to CYG.

**12. MISCELLANEOUS**

12.1 ASSIGNMENT. This Agreement, and any of the rights and obligations hereunder, may not be assigned by either party without the other’s prior written consent. The Customer may not sublease any portion of the Equipment provided under this Agreement except with the prior written consent of CYG, nor may Customer allow any third parties to use the Equipment without Customer being present at all times.

12.2 ENTIRE AGREEMENT/MODIFICATION. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. No modifications or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

12.3 SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12.4 APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of North Carolina. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in Wake County, North Carolina.

12.5- DELIVERY TIME WINDOW – Customer is responsible for being at the stated delivery/pickup location at the specified time. CYG will wait up to 15 minutes with no contact from the Customer, and then the driver will return to HQ at which time game rental price may be refunded. However, CYG has the right to retain delivery and pickup fee. CYG will do all it can to make arrangements for delivery but must receive notification of delivery time change no later than four (4) hours before specified delivery time.

12.6- CANCELATION – CYG allows for cancellation with a full refund and no penalty up to 24 hours before the scheduled delivery time.

I hereby agree to the above terms and I am familiar with the proper use of the Equipment and I agree not to hold CYG responsible for any damages that occur or personal injury that may occur as outlined above.

Customer Name:

Customer Address:

Customer Email:

Customer Phone: