

Open Rental Agreement

Capital Lakefair

THIS AGREEMENT is made this _____ day of _____ 20_____,

Between **Capital Lakefair Inc., PO Box 2569, Olympia, WA 98507**

hereinafter called "Owner" and _____ of

_____,
Street Address City state zip code

hereinafter called "Renter".

Property

1. Wash trailer
2. Ice Freezer

Single Door holds 18 bundles of 6 – 10 pound bags
Double Door holds 31 bundles of 6 – 10 pound bags

The Owner states that to the best of his/her knowledge that the aforesaid property is free of any known faults and deficiencies which would affect its safe and dependable operation under normal and prudent usage. HOWEVER, THE OWNER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY.

Rental Period

The Owner agrees to rent the following property to the Renter:

List property item or number(s)

for a period of _____ days (Maximum of seven 7) beginning _____ and ending _____.

Use of Property

The Renter intends to use the property as follows:

The Renter agrees that the rented property: (A) shall not be used beyond rated capacity, (B) shall not be used for any illegal purpose, (C) shall not be used in any manner for which it was not designed, built or designated by the manufacturer, (D) will not be used in a negligent manner, (E) will not be operated by any person other than the Renter without the written permission of the Owner, (F) will not be removed from the designated area of use or operation.

Area of Use or Operation

The Renter agrees to operate/use the above-described property only at the following location or within the following described area(s):

Indemnity/Insurance/Hold Harmless

The Renter hereby agrees that he/she shall fully indemnify the Owner and its members, for any and all damage to or loss of the rented property and any accessories or related equipment during the term of this agreement whether caused by fire, theft, flood, vandalism, or any other cause. The Renter further waives, discharges, saves, holds harmless, and covenants not to sue the Owner, members, assigns, or others from all liability to Renter or other third parties, for any and all damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the Renter or a third party, for any damage incurred from the rental or operation of the rented Property.

The Renter shall, at its own cost and expense, obtain and maintain in effect for the rental period public liability and property damage insurance written on an occurrence basis and in the amount of no less than \$1,000,000.00 cash. Capital Lakefair shall be named as additional insured on the Liability policy. Property coverage should be to value specified. Proof of such insurance shall be supplied to Owner prior to delivery and use of rented property.

Rental Rates

The Renter hereby agrees to pay the Owner rates as indicated on the following rate schedule for the use of said property and any accessories/equipment.

The Renter shall pay for any fuel used.

In addition to the rental rates, the Renter shall be responsible for any fees or costs incurred from a third party, such as an electrical utility, for connection and disconnection of the Property.

		Rental Fee Non-profit/ Non-commercial Organization	Rental Fee Commercial Business	Replacement Cost
1.	Wash trailer	\$500.00	\$1200.00	(Value \$15,000.00)
2.	Ice Trailer Single Door Freezer holds 18 bundles of 6 – 10lb bags Double Door Freezer holds 31 bundles of 6 – 10lb bags	\$250.00	\$500.00	(Value \$4,700.00)

Rental rates shown are for any period of time from one to seven days and no single rental period shall exceed seven days total. The Renter agrees to pay the Owner the following:

Item	Rental Rate

Property Damage Deposit

The Renter further agrees to make a deposit of \$ _____ (deposit to be equal to the amount of the total rental rate) with the Owner, said deposit to be used, in the event of loss or damage to the rented property and any accessories/equipment during the term of this agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of any damage or loss, said deposit shall be credited, if necessary, toward payment of any remaining rental fee and the remaining amount shall be returned to the Renter within thirty days after the end of the Rental period provided there are not any additional outstanding charges, such as third party charges referenced above. Any outstanding charges shall be paid by the Renter at the end of the rental period or within ten days of notice that such charges have been made to the Owner.

Cleaning Deposit

A Two hundred dollar (\$200) refundable cleaning deposit is required with this contract. This \$200 must be a separate check to facilitate return at end of rental period, however, Lakefair reserves the right to cash this check in the event it determines that the rental equipment was not properly cleaned of all debris and other matter at the appointed time.

Return of Property to Owner

The Renter hereby agrees to return the rented property and any accessories/equipment to the Owner at:

_____ (Address)

no later than _____ (Time and Date)

Termination of Agreement

It is hereby agreed that the Renter shall have the right to terminate this agreement at any time at a rental rate mutually agreed upon by both parties for the period of time during which the Renter has retained possession of the property and any accessories/equipment during the term of this agreement.

This document contains the complete agreement concerning the rental of said property between the parties and shall, as of the effective date hereof, supersede all other agreements, if any, between the parties. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained is valid unless in writing and duly executed.

IN WITNESS WHEREOF, the parties here to execute this agreement:

(Signed by RENTER)

Date:

_____ Phone: _____

(Signed by OWNER rep.)

Signatory signs solely as an authorized representative of Capital Lakefair and not in a personal capacity

Date:

_____ Phone: _____

Please fill out this contract as soon as possible and return to Capital Lakefair **no later than fifteen (15) business days prior to the start of the rental period** with the following: 1) your check for the rental fee as noted; 2) separate check in the same amount of the rental fee for the damage or third party cost deposit; 4) separate check for \$200 for cleaning deposit and 4) Insurance Certificate as noted, with Capital Lakefair as a named insured. Concessionaires whose checks are returned for non-sufficient funds shall be charged the maximum amount allowable by law. If you desire a signed copy of this contract, return an extra copy and a self-addressed stamped envelope, with the original, to the Lakefair office as noted above with an indication of such desire.

Accepted by Lakefair: _____