



www.wiirent.com | info@wiirent.com | (619) 940-7368
PO BOX 91428 San Diego CA 92169

EQUIPMENT RENTAL AGREEMENT
[Reservation #1000]

**THIS EQUIPMENT RENTAL AGREEMENT (hereinafter "Agreement") is entered into, this
, 2010 by and between:**

The Renter:

Carben Creations LLC
(Hereinafter "Renter")

and the Rentee:

of _____
, _____

(Hereinafter "Rentee")

The Renter and Rentee do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

1. THE EQUIPMENT

The Renter agrees to rent to the Rentee as documented in the attached 'EQUIPMENT CHECK-OUT and RETURN' Form.

2. TERM OF AGREEMENT

The rental payment for the Equipment will be \$

Starting on: _____, 2010 at

Ending: _____, 2010 at

Returned: _____, 2010 at

Initial _____

3. DELIVERY

- The Rentee will collect the equipment and return the equipment from/to the address at the top of this agreement.

Initial _____



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4. LATE CHARGES

The Equipment must be returned before the 'Returned' date and time specified in 2. TERM OF AGREEMENT.

A \$ _____ per day late fee will apply beyond the 'Returned' date and time until the equipment is returned to the Renter.

Initial _____

5. SECURITY DEPOSIT

The Rentee will pay a security deposit to the Renter in the amount of \$ _____ USD (the "Security Deposit") before taking possession of the Equipment.

The Security Deposit will be returned to the Rentee at the end of this agreement, minus any deductions as explained in this Agreement.

The parties agree that the Renter will be allowed to subtract from the Security Deposit any amounts permitted under the Act.

Initial _____

6. USE

Rentee will use the Equipment with caution and due care and will obey all national, state, municipal, police and other laws, ordinances and regulations that relate in any way to the possession, use or maintenance of the Equipment.

Rentee invited persons are permitted to use Equipment with the knowledge that the Rentee is ultimately responsible for the Equipment per this agreement.

Rentee and invited persons will at all times follow Wii on-screen instructions describing health and safety equipment and how it should be used. Where applicable, the Wii Remote wrist straps must be worn and Wii Remote protective sleeves in place.

Initial _____

A published Nintendo guide to Wii Health and Safety Precautions can be found here: <http://www.nintendo.com/consumer/manuals/index.jsp> . Wii Rent strongly encourages the Rentee and invited Equipment users read and abide by this guide to prevent against Equipment damage.

7. REPAIRS

Rentee will keep the Equipment in good working order and will provide any and all parts, mechanisms and devices, as well as any rigging, accessories and apparatus that are needed to keep the Equipment operating in a good condition, at their own expense.



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8. LOSS AND DAMAGE

- A. The Rentee takes on the entire risk of loss and damage to the Equipment from any and every cause. No loss or damage to the Equipment or any part of the equipment will spare any obligation of the Rentee under this agreement which will continue in full force and effect through the term of the agreement.
- B. In the event of loss or damage of any kind to the Equipment, the Rentee will, at the Renter option:
 - a. Replace the Equipment with other exacting equipment in good repair; or
 - b. Pay the replacement cost of the Equipment to the Renter.
- C. On Equipment return to the Renter, the Rentee has the options to either:
 - a. Observe an Equipment check and test by the Renter to ensure all Equipment components are accounted for, and all components are working to the satisfaction of the Renter. Should the Renter be fully satisfied, the Security Deposit will immediately be refunded in full via the same method that payment was made; or
 - b. Not observe an Equipment check and test and accept that any damaged and/or lost components discovered by the Renter will be reflected in the amount of deposit returned minus related deductions.

9. SURRENDER

Upon the expiration or earlier termination of this agreement, the Rentee will return the Equipment to the Renter in a good condition and working order, by delivering the Equipment at the Rentee cost and expense to a place the Renter will specify within the city or county in which the Equipment was delivered to, or picked up by the Rentee.

10. TAXES

The Rentee will keep the Equipment free and clear of all levies, liens and encumbrances. The Rentee, or Renter at Rentee expense, will report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the previous obligations.

The Rentee will also pay any penalties or interest, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto.

This applies whether or not the same will be assessed against or in the name of the Renter or the Rentee. However, the Rentee will not be required to pay any such tax or assessment if, in good faith and by appropriate legal proceedings, they contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Renter to the Equipment; provided that the Rentee will reimburse the Renter for any damages or expenses that result from such a failure to pay or discharge.



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11. RENTEE'S PAYMENT

In the event the Rentee fails to produce or continue paying such fees, assessments, charges and taxes, as specified in this agreement, the Renter will have the right, but will not be obligated to pay those fees, assessments, charges and taxes as might be applicable. In that situation, the cost will be repaid by the Renter with the next installment of such a charge, and failure to repay the same will carry with it the same consequences, including interest at ten percent (%) per annum, as penalty for failure to pay any installment of applicable fees, assessments, charges and taxes.

12. INDEMNITY

Rentee will indemnify the Renter against, and hold them harmless from, any and all proceedings, actions, suits, claims, expenses, damages, costs, and liabilities, including reasonable attorney's fees and costs, caused by, or connected with, or resulting from the Rentee use of the Equipment, including without limitation the use, selection, delivery, manufacture, possession, return or operation of the Equipment.

13. OWNERSHIP

The Equipment is exclusively the sole property of the Renter and will remain so at all times. The Rentee has no right, title or interest therein or thereto except as specifically described in this agreement.

14. DOCUMENTATION

If the Renter requests it, the Rentee will create and deliver to the Renter such documents that are deemed necessary to protect the Renter interest in the Equipment.

15. ENTIRE AGREEMENT

This document consists of the entire agreement between the parties on the subject matter hereof and it will not be revised or altered except through a further document signed by the parties involved in this agreement.

16. NOTICES

It will be sufficient service of all the notices under this agreement if they are given personally or delivered through certified mail with a return receipt requested, postage prepaid, at the address set out in this agreement, or to an address that such party may provide in writing.

17. ASSIGNMENT

Rentee will not assign this Agreement or its interest in the Equipment without the prior written consent of the Renter.

18. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.



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The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Rentee (**Customer**):

Renter (Carben Creations LLC – **Wii Rent**):

Signature: _____

Signature: _____

Print: _____

Print: _____

Dated: _____, 2010.

SAMPLE