

AREA 51 REMOTE PAINTBALL CONTRACT

This Agreement is made and entered into as of this ___day of, _____ 200__ by and between Area 51 Paintball, LLC a Michigan limited liability company (hereinafter "Area 51") located at 3005 Westwood Rd Mancelona, MI 49659 and _____, (hereinafter "Trustee"), whose address is:

Area 51 and Trustee desire to set forth the terms and conditions listed in the following.

1. The unsupervised use of rental equipment can be dangerous and that Trustee will supervise all use of equipment in a safe and professional manner becoming to any paint-balling experience.
2. **Trustee and affiliates are under the understanding that the use of this equipment is at Trustees own risk.**
3. **Trustee and affiliates will hold Area 51 and its affiliates harmless for any actual or potential incidents resulting from Area 51's equipment, actions, or deeds.**
4. The rental price for each marker "set" will be \$25 per day "24 hours".
5. Each "set" will include: 500 rounds of paint, one Tippmann 98, one set of goggles, one 20oz co2 tank and one double pod pack.
6. Trustee agrees that a cleaning deposit of \$100 will be **due upon delivery**. To be **returned in the mail** to trustee after markers have been inspected. This is to be no later than 10 days after equipment and payment have been returned to Area 51.
7. **Payment for rentals will be due upon pick up.**
8. All Equipment is to be returned clean and intact.
9. Each marker found to be unclean per Area 51's judgment would result in a fee of \$15.00 per marker.
10. In the case that the Equipment is not returned upon the agreed return date and time Trustee agrees to pay \$15 per 24 hour period per piece of equipment returned late.
11. Trustee agrees to **never disassemble markers!!! *If a marker becomes packed full of dirt so that the mechanism will not work, do not disassemble!! You will have to pay to have it cleaned!**
12. Trustee agrees that each marker set is worth \$200 each.
13. If any part of a set is missing after the agreed return date, the total cost of the set will be reimbursed to Area 51. The only exception to this is goggles, paint, co2, Barrel plugs and pods. A fee of \$5 each will be assessed for Plugs and pods missing or broken. A fee of \$30 each will be assessed for goggles missing. Additional borrowed items not returned will be agreed to be worth the value listed below.
14. Area 51 expects normal wear and tear of equipment and will decide on its own resolve whether normal wear and tear or abuse is the case. If abuse of equipment is decided by Area 51, Trustee will be responsible for reimbursement of a set / sets.

Trustee wishes to hold the entire Rental Fleet value of the markers on a credit card in case of theft or loss of the set/ssets.

\$200 x Number of sets _____ = \$ _____

Card # _____ If visa, three digit security number on back of card

Signature of cardholder X _____

Rental amount due Area 51	\$25 x Number of sets _____	\$ _____
	+ \$100 deposit =	\$ _____
Any additional charges for paint or the like		\$ _____
	Total due Area 51	\$ _____

Additional items,

Goggles- \$30.00 each	_____
Chronograph- \$75.00 each	_____
Podgee- \$10.00 each	_____
Squeegee- \$5.00 each	_____

Any unused paint in unopened bags will be accepted as long as it is not broken at the rate of \$12.50 per bag.

The agreed return date and time for return is.

Date: _____

Time: _____

X _____
 Jon Buhland
 3005 Westwood Rd
 Mancelona MI 49659
 Home: 231-587-0450
 Cell: 231-313-3111

X _____
 Responsible Trustee delegate

