



STEEL CITY MOBILE MINI GOLF
subsidiary of Vice Versa Land Development LLC
460 South Liberty Street, Blairsville, PA 15717
(724) 840 - 3616

RENTAL AGREEMENT

Dated this ____ day of _____, 2023__. This Agreement is made by and between Steel City Mobile Mini Golf (hereinafter "Company") and _____ (hereinafter "Client").

1. Client is renting from Company a nine-hole mobile mini golf course (hereinafter "Course") pursuant to the terms and conditions stated herein.
2. Company will set up the Course at the following location: _____ on _____. The Course will be set up before _____ and will be removed from the premises after _____. If there are additional obstacles that hinder the set-up process the Client should notify the Company so an additional fee can be agreed upon prior to the agreed upon date (i.e. large distance, use of elevators, etc.). In the event Client does not notify Company of additional obstacles and Company discovers additional obstacles at set-up, Client will still be responsible for paying an additional fee.
3. Client understands and agrees that Client will not move, rearrange, disassemble, or readjust the Course or use it for any other purpose than playing mini golf. Client will also prevent any guests, invitees, visitors, trespassers, assigns or successors from moving, rearranging, disassembling, or readjusting the Course or using it for any purpose other than playing mini golf. The company reserves the right to remove the course at any time if there is evidence of damage, intentional or unintentional caused by the client or a member of their engagement.
4. **Security Deposit:** At the time of the signing of this Agreement, Client will pay a security deposit in the amount of \$100 _____. This security deposit will be used to secure the date and will be returned to Client in accordance with the provisions stated below.



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- a. Client is responsible for any and all damage that occurs to the Course while in Client's possession whether the damage was intentionally, recklessly, or negligently caused by Client or Client's guests, invitees, visitors, trespassers, assigns, or successors. Company may keep a portion of the security deposit, up to and including the full amount, to repair damages. In the event the damage exceeds the amount of the security deposit, Company may also pursue any and all remedies afforded by law.
 - b. Client Cancellation
 - i. If Client cancels the contract twenty one (21) days or more prior to the event and another event can be booked for that date, the entire security deposit will be refunded.
 - ii. If Client cancels the contract less than fourteen (14) days prior to the event and another event can be booked for that date, one-half (1/2) of the security deposit will be returned.
 - iii. If Client cancels at any time and another event cannot be booked, Company will keep the security deposit.
 - c. Provided there is no damage, the event occurs as scheduled and all equipment is returned in accordance with Section 5, the security deposit will be returned to Client within five (5) business days.
5. **Rental Fee:** Client will pay a rental fee of _____. This fee includes: delivery, set up, tear down, and return of Course, 40 golf clubs, and 40 golf balls. Rental fee is due two (2) days prior to the event. Should you cancel your rental after final payment is made, your rental fee will be returned to you within 7 days, less cost and fees. Client agrees to return all golf clubs and golf balls. If Client fails to return all items, additional fees will be charged in the amounts of \$15 for each golf club and \$2.00 for each golf ball, which may be deducted from the security deposit.
6. **Ownership:** Client warrants that Client is the owner of the property where Course will be set up or otherwise has the authority to enter into this Agreement.



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7. Client understands and agrees that Company cannot be held responsible for any personal injuries as a result of using Course. This includes any personal injury that occurs as a result of the intended use or misuse of Course.
8. **Indemnification:** With the exception that this Section shall not be construed to require indemnification by Client to a greater extent than permitted under the public policy of the Commonwealth of Pennsylvania, Client agrees to indemnify Company against, hold harmless from, and defend Company from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with Company's Services performed under this Agreement. This indemnity shall be provided even if Company is partly responsible for the claim, damage, injury or loss, but Client shall not provide indemnity against claims or losses deemed to be caused by the negligence, willful misconduct, or breach of contract of Company or Company's agents or employees.
9. **Entire Agreement:** This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.
10. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, constructed, and enforced as so limited.

Effective the date first above written.

Steel City Mobile Mini Golf

Client

Client