

Dairy Barn Pottery Wheel Rental Agreement

Last Name

First Name

Address / Place of Use

E-mail Address

Phone Number

1. This Agreement is for the rental of an electric potter's wheel ("Wheel") from The Dairy Barn Arts Center (DAIRY BARN) to RENTER identified at the bottom of this form.
2. The Wheel remains the property of the DAIRY BARN. RENTER has no rights to the wheel other than provided for in this Agreement.
3. The RENTER agrees to pay the rental fees in accordance with the fee structure established shown under the rental fees below. The rental fee is due in advance.
4. Payment is due in advance of receiving your rental. If a monthly rental would like to be extended by another week, payment is again due prior to the start of that following week. There will be a \$25 Late payment fee for each unpaid week of a rental extension.
5. The RENTER shall keep and maintain the Wheel during the terms of the rental at their own cost and expense. They shall keep the equipment in a good state of repair, normal wear and tear excepted.
6. The RENTER shall pay the DAIRY BARN full compensation for replacement and/or repair of any equipment which is not returned or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. DAIRY BARN's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
7. The RENTER shall not remove the equipment from the place of use of the Wheel as identified on this form without prior written approval from DAIRY BARN.
8. This Agreement is between DAIRY BARN and the RENTER. Any other people using the Wheel must be approved by DAIRY BARN.
9. The Wheel should be returned to DAIRY BARN at the end of the rental period.
10. No refund will be made for any portion of a rental period that the Wheel is not used by RENTER.
11. Acceptance of returned wheel by DAIRY BARN does not constitute a waiver of any of the rights DAIRY BARN has under the rental agreement.
12. The RENTER shall not pledge or encumber the rented equipment in any way.
13. DAIRY BARN may terminate this Agreement immediately upon the failure of RENTER to make rental payments when due.
14. DAIRY BARN makes no warranty of any kind regarding the rented equipment, except that DAIRY BARN shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable.
15. The RENTER indemnifies and holds DAIRY BARN harmless for all injuries or damage of any kind.
16. The RENTER shall be responsible for all reasonable legal fees and other costs involved in collection of overdue amounts and/or recovery of wheel.
17. This Agreement shall be construed under the laws of the State of Ohio.

Signature

Date