



11811 Mukilteo Speedway, #110 Mukilteo, WA 98275
(425) 353-5584

Board Games Rental Contract

This Contract is made and entered into, by and between, Phoenix Games, (hereinafter called "Phoenix Games"), and Customer named below, for the purpose of renting games and their respective game components (hereinafter called "game equipment").

It is expressly understood and agreed that this is a contract of rental only, and that nothing contained in this agreement shall be construed as conveying to the Customer any right, title, or interest in the game equipment, other than as a rental.

CREDIT CARD REQUIREMENT: A valid credit card is required to open a membership account. All information included on this rental contract must be verified at location. Charges billed to the credit card will consist of any unpaid charges at time of game equipment return. Customer hereby authorizes Phoenix Games to charge the credit card on file in such situations.

PAYMENT TERMS AND RENTAL RATE: Customer is required to pay in advance all game rental payments. All game rentals are based upon a daily rate, equal to the greater of 10% of the retail value of the game rental, rounded up to the next dollar increment, or \$2. Prepaid game rentals for a period of 3 consecutive days shall receive 1 extra consecutive rental day at no additional charge. Prepaid game rentals for a period of 4 consecutive days shall receive 3 extra consecutive rental days at no additional charge. No other discounts shall apply. Game equipment not returned within the prepaid rental period shall accrue rental charges at the standard rate plus one dollar for each additional day.

RETURN DATE AND TIME: Game rentals are due and must be returned one hour prior to close of business on the day the prepaid rental period ends. As hours may change without notice, it is the Customer's responsibility to be informed of hours of operation and ensure game rentals are returned in a timely manner. To help prevent excessive charges for the Customer, game equipment not returned within 15 days of initial rental will be considered purchased. The purchase price of the game, minus the purchase option credit, and any additional outstanding amounts shall be charged to the credit card on file.

PURCHASE OPTION: A purchase credit of 50% of the prepaid rent per item, up to a maximum of 50% of the purchase price per item, shall be applied toward the purchase of the rented item, provided the purchase option is exercised during the prepaid rental period or upon return of game equipment. Charges accrued outside of the prepaid period are not eligible for this program.

CONCLUSIVE PRESUMPTIONS: Customer shall inspect the game equipment prior to accepting receipt thereof. Unless Customer within said period of time notifies Phoenix Games, specifying any defect in or other proper objection to the equipment, Customer agrees that it shall be conclusively presumed, as between Phoenix Games and Customer, that Customer has fully inspected and acknowledged that the game equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Customer is satisfied with and has accepted the equipment in such good condition and repair.

RENTAL CARE; RISK OF DAMAGE OR LOSS: Customer agrees to provide proper care of game equipment and to return all equipment in same condition as rented, normal wear excepted, at end of the rental period. In the event game equipment is lost, stolen, damaged or abandoned during rental, Customer is responsible for the full purchase cost of equivalent new game equipment, per the purchase option terms. No refunds will be made on replacement fees once card is charged. Due to some manufacturer replacement policies, it may be necessary to replace the entire game should some pieces become lost or damaged. Customer acknowledges, understands and assumes this risk.

DEFAULT: In the event of a voluntary or involuntary petition for bankruptcy or receivership filed by or against the Customer, the game rental agreement shall be terminated on the filing date, and the game rental shall be returned to Phoenix Games, and all unpaid rents, fines, and fees shall be paid by Customer.

INDEMNITY: Customer agrees to hold Phoenix Games not responsible for any damages to property or person, from use or misuse of the rented game equipment and to comply with all laws, regulations, and ordinances, present and future, relating to the operation, and use of the game equipment.

REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY: All remedies of Phoenix Games hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Phoenix Games to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Phoenix Games of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

SUMMARY: RESPONSIBILITY OF THE RENTAL REMAINS WITH THE CUSTOMER FROM THE TIME OF PICKUP TO THE TIME OF RETURN. Please be sure all game equipment is accounted for at all times and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges are responsibility of Customer. Be sure all game rental components are returned according to these TERMS & CONDITIONS. The Customer is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS BY THIS CUSTOMER DURING THE MEMBERSHIP PERIOD AND SUPERCEDES ALL PRIOR CONTRACTS.

NAME _____ ADDITIONAL PERMITTED RENTERS _____

ADDRESS _____ CITY, STATE _____ ZIP CODE _____

EMAIL ADDRESS _____ TEL # _____

CREDIT CARD INFORMATION: MC/VISA ACCOUNT # _____ EXP. _____ CCV _____
(Must be included, as outlined above)

CUSTOMER SIGNATURE _____ DATE _____