



EKR ELECTRIC LIABILITY WAIVER

EKR Entertainment, 2207 Ironbark Dr., Santa Rosa, CA 95403

I hereby agree that by renting EKR Entertainment trailer from EKR Entertainment LLC., I accept liability for any damages or injury that may occur while using any of the equipment regardless of its condition rented from EKR Entertainment LLC. By signing this agreement I understand that I am waiving my right to bring a court action to recover compensation or to obtain any other remedy for any injury to myself, or my property, however caused, arising out of my use of any equipment of EKR Entertainment LLC. I acknowledge that I have the necessary skills to use the above rented equipment properly.

I agree that I will be solely responsible for proper use of all rented equipment. It is my responsibility to inspect all equipment prior to use. I also agree that if I damage, lose, or misplace any item I rent from EKR Entertainment LLC., that I will pay for these losses or damages according to prices listed later on this form. I understand and agree that I am fully responsible for any damage to the product or loss during the time it is rented to me and if damage or loss occurs, I authorize EKR Entertainment LLC., to charge the cost of replacement or repair to my credit card. It is solely the discretion of EKR Entertainment LLC to determine if damaged equipment will be repaired or replaced at the renter's expense.

TERMS & CONDITIONS

For all intents and purposes, throughout this agreement, "I" refers to the customer, also "EKR Entertainment LLC" shall hereafter be referred to as "EKR Entertainment LLC". Further, the "Rental Period" shall include the time from the moment when possession of the EKR Entertainment Trailer is temporarily released from the custody of EKR Entertainment LLC until the EKR Entertainment Trailer return has been acknowledged and officially checked back in by an authorized representative of EKR Entertainment LLC.

I, the undersigned, in consideration of renting an EKR Entertainment Trailer from EKR Entertainment LLC, state that I have read and understand and hereby expressly accept and agree to the following terms and conditions, and accept that forfeiture of equipment without refund may result if the following Terms & Conditions are not complied with:

A. Payment and security deposit.

1. I agree to pay upon demand all rates, charges, plus applicable taxes, fees and surcharges, which may apply to the rental, including charges for loss and/or damage defined in this agreement. I agree and authorize EKR Entertainment LLC to apply any charges to the method of payment used by me at the time of rental unless another form of payment is arranged.

2. I understand that an authorization will be processed against my credit card to be used against the final bill, equal to the estimated total charge, plus a security deposit, and I authorize EKR Entertainment LLC to charge any amounts due as a result of the rental, plus any damages, if applicable, to my credit card or other payment method provided, regardless of who is/was operating the EKR Entertainment LLC(s), for any EKR Entertainment LLC(s) for which my credit card or other payment method provided was used to pay for the rental of the EKR Entertainment LLC(s).

B. Possession and integrity of the EKR Entertainment LLC.

1. I accept the EKR Entertainment LLC for use "As-is" and verify that it is working properly, and accept full responsibility for it while it is in my or any other user and/or customer's possession during the Rental Period. I am responsible for the replacement value of the EKR Entertainment LLC if lost or stolen, and I am responsible for the replacement of any and all damage done to the EKR Entertainment LLC due to my own misuse and due to accidents, including those caused by third parties, according to the values listed below:

Poker Table	\$1,600	Black Jack Table	\$1,400
Fireplace	\$400	Bar	\$400
TV	\$500	TV Stand	\$300
Karaoke Machine	\$200	Dice Cup	\$15 ea
Poker Chips	\$125 set	Playing Cards	\$7.00 set
Remotes	\$20		

C. Entire agreement and disputes.

1. This agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this agreement.
2. Any dispute arising out of this agreement shall be brought in the Civil Division Sonoma County Superior Court. In the event a suit or action is brought by any party under this agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and costs.

I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

By signing below, I attest that I have read, understood and agreed to these conditions. My signature further indicates that all information provided on the rental sheet is true and correct.

Signature _____

Date _____