

AA Golf Sims – GOLF SIMULATOR RENTAL AGREEMENT - 1

This Golf Simulator Rental Agreement ("Agreement") is entered into by and between **AA Golf Sims**, located at Genoa Ohio, and the undersigned renter ("Renter"). Collectively, both parties are referred to as the "Parties."

1. Rental Terms

- **Rental Period:** The rental period begins on _____ and concludes on _____.
 - **Rental Fee:** The total rental fee is _____ **per hour** for _____ hours.
 - Payment is due in full upon execution of this Agreement.
 - **Equipment Provided:** AA Golf Sims agrees to provide the following equipment:
 - Golf simulator unit
 - Projector and screen
 - Tent
 - Ball tray and tees
 - Clubs: Yes _____ No _____
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2. Setup, Delivery, and Site Requirements

- **Delivery & Setup:** AA Golf Sims is responsible for the delivery, setup, and takedown of the simulator unless otherwise agreed in writing. Renter must ensure the setup site is cleared and accessible at least **one hour prior** to the scheduled rental start time.
- **Site Requirements:** The simulator must be placed on a **flat, dry, and stable surface**. The area must be located within **100 feet of a grounded electrical outlet**. Failure to provide suitable space or access may result in denial of service and forfeiture of the rental fee.

3. Renter's Responsibilities

- **Proper Use:** Renter agrees to use the equipment solely for its intended purpose and to follow all operating instructions provided by AA Golf Sims.
- **Supervision:** Renter must ensure all users are properly supervised and adhere to safety guidelines during the rental period.
- **Prohibited Activities:** Equipment may not be used for unlawful purposes or in a manner that could cause damage or injury.
- **Children and Pets:** Children under 12 must be supervised by an adult. Pets must be kept away from the simulator at all times.

4. Damage and Loss

- **Responsibility:** Renter is responsible for any loss, theft, or damage to the equipment during the rental period, excluding normal wear and tear (*AA Golf Sims discretion*).

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- **Repair or Replacement Costs:** Renter agrees to pay the full cost of repair or replacement for any damaged or lost equipment, as determined by AA Golf Sims. Payment is due immediately upon notification.
- **Inspection:** AA Golf Sims will inspect the equipment upon return. Any undisclosed damage or loss will be charged to Renter.

5. Liability and Assumption of Risk

- **Inherent Risks:** Renter acknowledges that using the golf simulator involves inherent risks, including but not limited to physical injury, and voluntarily assumes all such risks.
- **Release of Liability:** Renter agrees to release, waive, and discharge AA Golf Sims and its affiliates, successors, officers, employees, representatives, partners, and agents from any and all liability for injuries, damages, or losses arising from use of the equipment, including those caused by AA Golf Sims' negligence.
- **Indemnification:** Renter agrees to indemnify and hold harmless AA Golf Sims from any claims, damages, or expenses (including legal fees) resulting from use of the equipment.

6. Termination and Cancellation

- **Advance Cancellation:** Either party may cancel this Agreement by providing at least **seven (7) days' written notice** prior to the rental start date. In such cases, the Renter will receive a full refund of any prepaid fees.
- **Late Cancellation Fee:** Cancellations made **less than seven (7) days** prior to the rental date will incur a **cancellation fee equal to 50%** of the total rental fee. This will be deducted from any prepaid amounts, with the remainder refunded.
- **Same-Day Cancellation / No-Show:** If Renter cancels on the day of the rental or fails to appear without notice, the **entire rental fee is non-refundable**.
- **Weather-Related Cancellations:** In the event of severe weather (e.g., heavy rain, high winds, lightning) that makes setup or operation unsafe, Renter must notify AA Golf Sims as soon as possible. AA Golf Sims will attempt to reschedule at no additional charge. If rescheduling is not possible, a **full or partial refund may be issued at AA Golf Sims sole discretion**.
- **Breach:** If Renter breaches any terms of this Agreement, AA Golf Sims may terminate the Agreement immediately and retain the rental fee.

7. Electronics

- **Servicing:** Renter acknowledges that technical issues may arise and accepts that the simulator may require servicing during the rental period.
- **Power Supply:** Simulator must remain within **100 feet of a standard electrical outlet** at all times.

8. Force Majeure

AA Golf Sims shall not be held liable for failure to perform its obligations due to events beyond its reasonable control, including but not limited to: natural disasters, power outages, government restrictions, labor disputes, or acts of God.

9. Media & Photography (Optional)

By signing this Agreement, Renter grants AA Golf Sims permission to capture photos or video during the rental for promotional or marketing purposes. No personal names or identifying information will be shared. Renter may opt out in writing prior to the event.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Ohio**.

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11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral.

12. Acknowledgment

By signing below, Renter acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Agreement.

AA GOLF SIMS

Signature: _____

Name: _____

Title: _____

Date: _____

RENTER

Signature: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____