

# NATIVE SAUNA

## EQUIPMENT RENTAL AGREEMENT

**OWNER: Native Sauna**

**EQUIPMENT RENTED**

ITEM	SERIAL NUMBER	DESCRIPTION
The Original	57:736 (license plate)	Mobile Sauna - propane heater

### **1. LIABILITY RELEASE FOR PARTIES TO THIS EQUIPMENT RENTAL AGREEMENT**

“OWNER” refers to Native Sauna and/or, where applicable, to its agents, delegates, and representatives. Native Sauna Mobile Sauna Rental (“Native Sauna”) and its on-line platform at nativesauna.com is a division of Native Sauna.

“RENTER” refers to the individual or organization executing the booking order and making payment for rental fees. However, as use of the equipment is open to the RENTER and other individuals in the RENTER's presence, all users shall be bound by the rules and regulations defined in this Equipment Rental Agreement and by the “Waiver And Release Of Liability” provided by Native Sauna. It is the responsibility of the RENTER to inform all users of and enforce all users' compliance with all of the terms set forth in this Equipment Rental Agreement. RENTER and all users in RENTER's party MUST agree to and sign the “Waiver And Release Of Liability” provided by Native Sauna before using the mobile sauna unit. Digital copies of the waiver are included on Native Sauna’s website, available for download at NATIVESAUNA.COM, as well as hard copies provided within the mobile sauna.

## 2. SITE PREPARATION

RENTER agrees to provide uninhibited access and a clean and level installation site as outlined under site preparation definitions, below, for the delivery and installation of the equipment, as well as, for its retrieval. If the access passageway from the nearest public road to the installation site and/or the site are not prepared by RENTER in such manner then OWNER will, at his sole discretion, pursue one of two courses of action:

- a) OWNER cancels delivery while retaining all rental and delivery fees due to RENTER's non-compliance with the RENTAL AGREEMENT, or
- b) OWNER offers to perform site work necessary for delivery, installation, retrieval of the equipment (such as cropping of vegetation and minor leveling of ground) and RENTER agrees to pay an additional fee to OWNER for any such work performed in the amount of US\$50 per every thirty (30) minutes or fraction thereof of work time.

### Site Preparation Definitions:

The passageway and site need to be spacious enough for OWNER to navigate the tow vehicle and equipment trailer to the installation site and to exit with the tow vehicle from the site after installation is complete. The sauna trailer alone measures twenty (23) feet in length (including the tow tongue), eight (8) feet in width and fourteen-and-one-half (10) feet in height after set-up. The passageway at all points must measure, at minimum, ten (10) feet in width (more if turns exist in the passageway) and twelve (12) feet in height. Adequate parking space for the trailer must be provided by RENTER. Further, enough space to turn the tow vehicle and trailer around must be provided in most instances (an exception would be delivery to, e.g., a circular driveway.) The installation site must be level solid ground in all weather conditions, and free of snow and ice during delivery.

Passageway must be solid ground in all weather conditions and free of snow and ice during delivery and retrieval. If RENTER fails to provide such conditions during equipment retrieval, OWNER retains the right to retain part or all of RENTER's security deposit for any delays incurred in the retrieval process. Further, RENTER agrees to immediately correct the conditions by whatever

means necessary. If RENTER is unable or unwilling to do so, RENTER hereby explicitly agrees to authorize OWNER to correct the conditions by any means necessary including the hiring of third- party contractors and RENTER agrees to bear any cost involved in such correction of conditions.

Delivery must be to a private, secure property only. Delivery to publicly accessible grounds may be possible if certain conditions are met – RENTER must contact Native Sauna before booking to explore this option.

### **3. FEES, LICENSES, PERMITS, TAXES AND FINES**

RENTER agrees to be solely responsible for payment of any fees, licenses, permits, taxes or fines required or resulting from RENTER's possession, use or operation of the vehicle/equipment.

### **4. INSPECTION, USE, REPAIR ACCESS**

The RENTER shall keep and maintain the rented equipment during the term of the rental period at his own cost and expense. RENTER shall keep the equipment in a good state of repair, normal wear and tear excepted. RENTER acknowledges that RENTER has an opportunity, at the time of equipment delivery, to personally inspect the equipment and find it suitable for RENTER's needs and in good condition. Any defects and damages at the beginning of the rental period shall be noted and recorded by RENTER and RENTER shall inform OWNER of any such defects and damages. If the equipment becomes unsafe or in disrepair as a result of normal use, RENTER agrees to discontinue use and notify OWNER, immediately. In case of equipment malfunction, the RENTER shall allow the OWNER to enter the premises where the rented equipment is stored or used at all reasonable times to locate and to inspect the state and condition of the rented equipment, and to make repairs. RENTER agrees that RENTER will not repair or have anyone else repair any equipment without prior consent and written permission by OWNER. Failure to timely notify OWNER will result in RENTER being charged for all time that the equipment is not in a usable state.

## **5. STATIONARY USE OF EQUIPMENT**

The RENTER shall not remove the equipment from the location shown in the booking order as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall not attempt to move the equipment or tamper with the installed stabilization and/or immobilization measures by any means for any purpose. The equipment is intended to be used in a stationary mode only by the RENTER. The trailer coupling will remain locked during the rental period.

## **6. WARRANTIES**

There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment is suited for RENTER's intended use, or that it is free from defects.

## **7. HOLD HARMLESS/INDEMNITY**

RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind, for repossession and for all consequential and special damages for any claimed breach of warranty. RENTER assumes all risks associated with the possession, use, transportation, and storage of the equipment. Accordingly, RENTER hereby waives any and all liens and claims arising from or associated with, and agrees to indemnify, defend and hold harmless the OWNER from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorney's fees, claims for bodily injury/injuries (including death), property damage, loss of time and/or inconvenience) resulting from or arising in connection with such possession, use, transportation and/or storage, regardless of the cause and including any injuries and/or damages suffered by RENTER, RENTER's employees and/or any third party/parties including such injuries and/or damages caused by OWNER's negligent inspection, maintenance and/or transport of the equipment, except to the extent directly resulting from OWNER's intentional misconduct.

## **8. ASSUMPTION OF RISK**

RENTER acknowledges that the possession, use, transportation and/or storage of the equipment may give rise to the risk of personal injury and/or property damage. RENTER voluntarily assumes all such risks and releases and discharges OWNER and the equipment from any and all liens, liabilities and claims arising in connection with the same, including, without limitation, any and all claims arising from or in connection with OWNER's negligence (other than OWNER's intentional misconduct.)

## **9. USES**

For purposes of safety and hygiene of the equipment, of the RENTER and of other future renters, RENTER agrees to use the equipment exclusively in accordance with the rules and regulations set forth in the Native Sauna Procedure. The Native Sauna Procedure is viewable online at nativesauna.com, as well as in hard copy form included with the equipment. RENTER is held responsible that all others using the equipment during the rental term adhere to the rules and restriction set forth in the Native Sauna Procedure.

## **10. PROHIBITED USES**

Use of the equipment in the following circumstances is prohibited and constitutes a breach of the rental contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. (c) Improper, unintended use or misuse. (d) Use by anyone other than the RENTER without RENTER's supervision. (e) Use at any location other than at the exact site of delivery. (f) Introduction of any food items or liquids into the sauna structure including the changing room, except for personal use amounts of drinking water and one (1) gallon of water for making steam. (g) Use of equipment by any person or persons who have not prior to use read, filled out completely and signed the "WAIVER AND RELEASE OF LIABILITY" form provided by Native Sauna.

## **11. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT**

The RENTER shall not pledge or encumber the rented equipment in any way. RENTER may not sublease or loan the equipment without OWNER's written permission. Any purported assignment by RENTER is void.

## **12. PAYMENT & CANCELATION POLICY**

While all rental, purchase and delivery fees are due at the time of booking, extension of the rental period is possible if and when equipment is available. RENTER must obtain OWNER's consent to extend the rental period at least 24 hours before the end of the original rental period. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.

For a full refund of rental fees, cancellation must be made within forty-eight (48) hours of booking AND at least fourteen (14) full days prior to the standard equipment delivery time (10:00AM) on the day the rental term begins. For a 50% refund of rental fees, cancellation must be made at least seven (7) full days prior to the standard delivery time (10:00AM) on the day the rental term begins. Cancellations made less than seven (7) full days prior to the standard delivery time (10:00AM) on the day the rental term begins receive NO REFUND. All cancellations must be sent by email to [info@nativesauna.com](mailto:info@nativesauna.com). RENTER must type "**Booking Cancellation**" and include their dates in the subject line. Your booking cancellation is officially registered as of the time and day logged in the email's header on Native Sauna's email server. Native Sauna reserves the right to cancel any rental contract at short notice if inclement weather or other dangers threaten the safe and timely delivery of the equipment to the RENTER. In such case, RENTER may reschedule for a later rental period or shall not be held responsible for any fees and will be reimbursed for rental and delivery charges in full within two business days of notice from Native Sauna to the RENTER of the cancellation.

### **13. REPAIR, CLEANING, LOSS**

RENTER agrees to pay, as an insurer, full compensation for replacement, cleaning and/or repair of any equipment, which is not returned because it is lost or stolen, or any equipment which is damaged and/or in need of cleaning and/or repair to put it into the same condition it was in at the time of rental term commencement, normal wear and tear excepted. OWNER and RENTER agree that the equipment has a current total value of \$75,000. RENTER agrees to pay a reasonable cleaning charge for equipment returned dirty (e.g. garbage left behind, stains, spills, etc.) RENTER agrees to pay for equipment lost, stolen or damaged beyond repair at its current list price plus installation cost. The cost of repairs of equipment will be borne by the RENTER, whether performed by the OWNER, or, at OWNER's option, by others. The OWNER's invoice for replacement and/or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.

### **14. SECURITY DEPOSIT**

RENTER agrees to a security deposit in the amount of US\$500 via accepted credit card **hold** (NOT charged) at the time of booking. This deposit will be applied to any amounts owed for damage to, or loss of equipment, which OWNER and RENTER agree has the current total value of \$75,000. Any unused portion of the security deposit will be released back to RENTER's credit card upon completion of inspection and/or reparations.

## **15. POSSESSION, RENTAL TERM, OVERDUE POLICY**

The equipment shall be delivered to the RENTER at the OWNER's risk, cost and expense. The OWNER may charge the RENTER a delivery fee as set forth in the booking fee specifications. RENTER's right to possession begins after OWNER completes equipment set-up at the delivery location. RENTER's right to possession terminates with the expiration of the rental term and retention of possession by RENTER beyond this time constitutes a material breach of this contract. Time is of the essence of this contract. Any extension must be mutually agreed upon in writing. RENTER agrees to make the equipment accessible for retrieval by OWNER at the time of termination of the rental term.

If on the day of the end of the rental term at the time previously agreed upon by RENTER and OWNER the equipment is not made accessible for retrieval by the RENTER for any reason, then RENTER agrees to pay OWNER at the EQUIPMENT OVERDUE RATE of \$1000 per calendar day commencing with the day and predetermined time of termination of the rental term until the equipment is made accessible to the OWNER for retrieval. OWNER may choose to enforce retrieval of the equipment as outlined under the paragraph "REPOSSESSION". In case of repossession, RENTER is still liable for all fees charged at the equipment overdue rate until repossession has been accomplished by OWNER.

If a term rental rate is charged by OWNER, rental charges are billed to the RENTER for the full term even if the equipment is released back to the OWNER before the end of the term. No allowance will be made for any rented equipment which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights the OWNER has under the rental agreement.

## **16. REPOSSESSION**

RENTER agrees that if the RENTER is in default of payments owed to the OWNER or of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the premises where the rented equipment is stored or used and recover the



rented equipment. OWNER and OWNER's agents shall not be held liable for any claims for damage or trespass arising out of the removal of the equipment.

## **17. COLLECTION COSTS**

RENTER agrees to pay all reasonable collection, attorney's, court and other fees, and other expenses and costs incurred by OWNER in protecting OWNER's rights under this rental agreement, and for any action taken by OWNER to collect any amounts due to the OWNER under this rental agreement.

## **18. SEVERABILITY**

The provisions of this Rental Agreement shall be severable so that the invalidity, inability to enforce, or waiver of any of the provisions shall not affect the remaining provisions.

## **19. PROPERTY DAMAGE**

OWNER is not responsible for any damage whatsoever as a result of delivery, retrieval, use or operation of the equipment engaged in by whomsoever.

## **20. WAIVER OF JURY TRIAL**

Each party waives its rights to a jury trial of any claim or cause of action based on, or arising out, of this agreement or the subject matter hereof. This waiver pertains to all disputes that may relate to the subject matter hereof, including, without limitation, contract, tort, breach of duty, and all other common law and statutory claims, and will not be subject to any exceptions.

Each party (a) understands that this is a waiver of important legal rights and (b) acknowledges that he/she/it has had a reasonable opportunity to discuss this waiver and its effects with legal counsel. Accordingly, each

party knowingly, voluntarily, irrevocable and unconditionally waives its jury trial rights.

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## **21. SUCCESSORS AND ASSIGNEES**

This agreement binds and benefits the heirs, successors, and assignees of the parties.

## **22. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the state of Maine. These terms are deemed accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

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