

## **ROCKY MOUNTAIN MOBILE SAUNA LLC EQUIPMENT RENTAL AGREEMENT & LIABILITY WAIVER**

This Rental Agreement must be signed by the principal “Renter” i.e. individual who holds reservation or booking and/or pays the majority of the rental fee. Renter must be 21+ years old.

**TO:** Rocky Mountain Mobile Sauna and its directors, officers, employees, contractors, agents, volunteers, representatives and assigns (collectively, “Rocky Mountain Mobile Sauna LLC”).

### **1. PARTIES TO THIS EQUIPMENT RENTAL AGREEMENT AND LIABILITY WAIVER.**

“OWNER” refers to Rocky Mountain Mobile Sauna LLC and/or, where applicable, to its agents, delegates, and representatives. “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 **“ROCKY MOUNTAIN MOBILE SAUNA EQUIPMENT RENTAL AGREEMENT AND LIABILITY WAIVER”**. It is the RENTER's responsibility 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** sign the **“ROCKY MOUNTAIN MOBILE SAUNA LIABILITY WAIVER”**. before using the mobile sauna unit. A digital copy of the waiver will be included with the booking confirmation.

**2. SITE PREPARATION.** RENTER agrees to have the delivery site clean and ready for the delivery and installation of the equipment, as well as, for dismantling and retrieval and RENTER agrees to pay an additional charge for any delay incurred, or additional labor performed by OWNER resulting from RENTER's failure to do so. Such labor includes, but is not limited to, snow removal, cropping of vegetation and leveling of grounds. The site has to be spacious enough for OWNER to navigate the equipment trailer and tow vehicle – approximately 30 feet in total length, 8.5 feet width and 11 feet height during transport – to the use site and to exit with the tow vehicle from the use site. The sauna trailer alone measures 15 feet in length (including the tow tongue), 8.5 feet in width and 11 feet in height after set-up. Adequate parking space needs to be provided by the RENTER. Further, enough space to turn the tow vehicle and trailer around will be required in many instances (an exception would be delivery to, e.g. a circular driveway.) The delivery site must be level solid ground in all weather conditions. Tree branches or other combustibles should not exist within 50 feet of the site. Delivery will be made to private, secure property only. Delivery to public grounds or on-street parking may be possible – please contact us 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 RENTER's 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. DELIVERY AND RETRIEVAL TIMES.** OWNER shall deliver equipment by 3 p.m. on the day of rental term commencement unless other arrangements are made between RENTER and OWNER. OWNER shall retrieve equipment by 1 p.m. on the day of rental term termination, unless other arrangements are made between RENTER and OWNER.

**7. 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.

**8. 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, 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, and 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.

**9. 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 waives 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.)

**10. 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 User Manual. The User Manual is included in digital format with the booking confirmation, viewable on-line and as a hard copy included with the equipment. RENTER is held responsible that all others using the equipment during the rental term adhere to the rules and restrictions set forth in the User Manual.

**11. PROHIBITED USES.** Use of the equipment in the following circumstances is prohibited and constitutes a breach of the rental contract. (a) Use for illegal purposes or in an 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 and RENTER's designated guests 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 except for personal use amounts of drinking water and 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 **"ROCKY MOUNTAIN MOBILE SAUNA LIABILITY WAIVER"** form.

**12. 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.

**13. TIME OF PAYMENT - CANCELLATION OF RENTAL.** While all rental, deposit and delivery fees (if applicable) 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, deposit and delivery fees (if applicable), cancellation must be made at least fourteen (14) full days prior to the standard equipment delivery time (3:00 PM) on the day the rental term begins. For a 50% refund of rental fees, deposit and delivery fees (if applicable), cancellation must be made seven (7) full days prior to the standard delivery time (3:00 PM) on the day the rental term begins. Cancellations made less than seven (7) full days prior to the standard delivery time (3:00 PM) on the day the rental term begins receive no refund. All cancellations must be sent by email. RENTER must type "Booking Cancellation for Rental Term [INSERT DATES]" in the subject line.

Your booking cancellation is officially registered as of the time and day logged in the email's header on Rocky Mountain Mobile Sauna's email server rockymountainsauna@gmail.com. Rocky Mountain Mobile 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 shall not be held responsible for any fees and will be reimbursed for rental and delivery charges in full within three business days of Rocky Mountain Mobile Sauna's notice to the RENTER of the cancellation.

**14. 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 \$20,000. 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.

**15. SECURITY DEPOSIT.** RENTER agrees to pay Rocky Mountain Mobile Sauna a security deposit in the amount of US \$400. 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 \$20,000. Any unused portion of the security deposit will be returned to RENTER within 3 business days of the end of the rental period.

**16. POSSESSION, RENTAL TERM, OVERDUE POLICY.** The equipment shall be delivered to 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 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 \$800 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 waived 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.

**17. 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 liable for any claims for damage or trespass arising out of the removal of the equipment.

**18. 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 the OWNER under this rental agreement.

**19. SEVERABILITY.** The provisions of this Rental Agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

**20. 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.

**21. INSURANCE.** If any of the equipment is used for a commercial purpose, RENTER agrees to maintain (a) property damage and casualty insurance on an "all risks" basis for the full replacement cost of the equipment (including without limitation, all risks of loss or damage covered by the standard extended coverage endorsement) with such deductibles, if any, as may be acceptable to OWNER in OWNER's discretion; and (b) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence.

Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the equipment during the rental term, and shall name OWNER as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention, and shall waive subrogation against OWNER. RENTER agrees to provide to OWNER copies of the proper endorsements for the above coverages specifying that they will not be canceled during the term. Any insurance OWNER carries will be deemed to be in excess of RENTER's insurance.

**22. 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.

**23. SUCCESSORS AND ASSIGNEES.** This agreement binds and benefits the heirs, successors, and assignees of the parties.

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

**Description of Activity/Event:** I, the undersigned, understand and acknowledge that my participation in the mobile sauna that gets very hot and steamy involves risks and hazards. Rocky Mountain Mobile Sauna does not monitor the duration of time used or the individuals who use the sauna. It is understood that the individuals who use the sauna are well informed of the ways of use, risks and precautions.

**Assumption of Risk:** I acknowledge that I am voluntarily participating in this activity/event with knowledge of the risks involved. I understand that these risks may include, but are not limited to, dizziness, falls, burns from stove, heart complications, skin irritations, heat stroke, heart damage and death.

**Waiver and Waiver:** In consideration of being allowed to participate in the mobile sauna, I hereby waiver and discharge Rocky Mountain Mobile Sauna LLC, its owners, employees, agents, and representatives from any and all claims, liabilities, demands, actions, or causes of action arising out of or related to any loss, damage, or injury that may be sustained by me during or as a result of my participation in the activity/event.

**Indemnification:** I agree to indemnify and hold harmless Rocky Mountain Mobile Sauna LLC, its owners, employees, agents, and representatives from any claims or actions brought by third parties arising out of or related to my participation in the activity/event.

**Medical Treatment Authorization:** I authorize Rocky Mountain Mobile Sauna LLC and its representatives to seek and consent to emergency medical treatment on my behalf in the event of an injury, accident, or illness during my participation in the activity/event.

**RENTAL PERIOD:**

From (mm/dd/yyyy) \_\_\_\_\_ To (mm/dd/yyyy) \_\_\_\_\_

RENTAL LOCATION: \_\_\_\_\_

Participant's Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**ACKNOWLEDGMENT OF UNDERSTANDING:**

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS OF THIS EQUIPMENT RENTAL AGREEMENT & LIABILITY WAIVER AND HAVE BEEN GIVEN THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE WITH REGARD TO THIS AGREEMENT. I AM SIGNING THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Renter Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Additional users' signatures:

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