

## RENTAL AGREEMENT

THIS RENTAL AGREEMENT (this "**Agreement**"), is entered into by and between Relax & Rent LLC, a Minnesota limited liability company (hereinafter "**Lessor**") and you the renter (hereinafter "**Lessee**") (each a "**Party**" and collectively the "**Parties**").

In consideration of the mutual promise of the Parties, and for good and valuable consideration, Lessor agrees to lease the Equipment to Lessee, and Lessee agrees to lease the Equipment from Lessor on the following terms and conditions:

### TERMS AND CONDITIONS

**1. Equipment.** Lessor agrees to lease those certain products and that certain equipment described in **Exhibit A** to Lessee (the "**Equipment**"), and Lessee agrees to lease the Equipment from Lessor.

**2. Delivery.** Lessor shall use reasonable efforts to meet the estimated delivery date, but the Lessor shall have no responsibility or liability for delays in delivery.

**3. Payment.** If the Equipment is delivered by Lessor and accepted by Lessee, then Lessee shall not be entitled to any refund whatsoever if weather conditions prohibit safe use of the Equipment, or if Lessee otherwise elects not to use the Equipment due to weather or other causes.

**4. Damage Deposit.** Lessee shall pay to Lessor a damage deposit before taking possession of the Equipment. Lessor will refund the deposit to Lessee at the end of the Term provided that Lessee has performed all of Lessee's obligations under this Agreement. Lessor and Lessee agree upon holding the Lessee's credit card account information on file for the required damage deposit.

**5. Smoking Policy.** Smoking is strictly prohibited inside the rented equipment. A fine of \$200 will be imposed on the renter if evidence of smoking, including but not limited to smoke odor or cigarette/cigar remnants, is found within the equipment during or after the rental period.

**6. Term.** The term of this Agreement shall commence on the Effective Date and continue until confirmed rental period. If Lessee does not return the Equipment to Lessor by the end of the Term, Lessee shall pay to Lessor a charge equal to \$25 per hour that the Equipment is not returned.

**7. Ownership.** The parties intend that this Agreement shall constitute a lease under applicable law. The lessor has title to the Equipment at all times. Lessee acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as Lessee subject to all the terms and conditions of this Agreement.

**8. Use of Equipment.** Lessee shall use the Equipment for the purpose for which it was designed and/or intended and not for any other purpose. Lessee shall use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations regarding the Equipment and with any applicable law regarding the Equipment. Unless Lessee obtains the prior written consent of Lessor, Lessee shall not modify, alter, or attach anything to the Equipment. Lessee shall keep the Equipment in good repair, appearance, and condition, normal and reasonable wear and tear excepted. Lessee represents and warrants that Lessee has sufficient knowledge and experience to use or otherwise operate the equipment consistent with the terms of this Agreement.

**9. Exclusion of Warranties.** Lessee leases the equipment from Lessor "AS-IS." Lessor makes no warranty whatsoever, including without limitation any (a) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INTERFERENCE; OR (D) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. LESSEE AGREES LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT AND NOT IN RELIANCE ON ANY CLAIMS OR REPRESENTATIONS MADE BY LESSOR.

**10. Disclaimer.** In no event will Lessor be liable (including, without limitation, under any tort theory) for any special, indirect, incidental, or consequential damages arising out of or in connection with the Lease or the use, performance, or maintenance of the Equipment, even if Lessor had knowledge of such potential losses. Lessee will be responsible for risk of loss, theft, damage, or destruction to the Equipment while the Equipment is in Lessee's possession. Lessee acknowledges and agrees that Lessor is not responsible for any injury occurring to Lessee or any guests of Lessee or to any other persons using the Equipment, or to any claims by any other person(s) injured by or on account of the Equipment while the Equipment is in Lessee's possession. Lessee will take all necessary precautions regarding the Equipment rented and protect all persons and property from injury or damage. Lessee acknowledges and agrees that Lessee is in charge of the operation, installation, and use of the Equipment, and is fully responsible for its safe operation as well as the return of the Equipment in good working order.

**11. Liability Waiver.** LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE IS AWARE AND UNDERSTAND THAT THE USE OR OPERATION OF THE EQUIPMENT IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE, ARISING FROM [MY PARTICIPATION IN] THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.** Lessee hereby expressly waives and releases any and all claims, now known or hereafter known, against the Lessor, and its officers, directors, manager(s), employees, agents, representatives, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to Lessee's use, operation, storage, or possession of the Equipment to the fullest extent allowed under applicable law. Lessee covenants not to make or bring any such claim against the Lessor or any other Releasee, and forever releases and discharges the Lessor and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Minnesota law does not permit to be released by agreement.

**12. Termination.** Lessor may terminate this Agreement immediately if Lessee is in breach of this Agreement.

**13. Remedies.** On the occurrence of default by Lessee, Lessor will be entitled to (i) apply the deposit toward any amount owing to Lessor; (ii) commence legal proceedings to recover the rent and other obligations accrued before and after default; (iii) take possession of the Equipment, without demand or notice; (iv) terminate this Agreement immediately upon written notice to Lessee; and/or (v) pursue any other remedy available in law or equity.

**14. Indemnification.** Lessee shall defend, indemnify, and hold harmless the Lessor and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including without limitation reasonable attorney fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Lessor or any other Releases, arising out of or resulting from Lessee's use, operation, or storage of the Equipment, including without limitation any claim of a third party related to the use, operations, or storage of the Equipment, while in Lessee's possession, or for any other breach of this Agreement by Lessee. This indemnification will survive the completion and/or termination of this Agreement.

**15. Assignment.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. Either party hereto may assign this Agreement with the written consent of the other party.

**16. Amendment.** This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.

**17. Waiver.** The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

**18. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**19. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**20. Entire Agreement.** This Agreement supersedes any prior agreement and contains the entire agreement of the parties or their predecessors-in-interest with respect to the subject matter hereof

**21. GPS Tracking Device:** The equipment will be equipped with a GPS tracking device installed by the lessor for the purpose of vehicle location monitoring for safety and security.

Lessor will have access to the tracking data solely for managing vehicle usage, maintenance, and responding to emergencies. All data collected will be handled in accordance with applicable privacy laws and regulations.

If the device is removed by lessee, the lessee shall be required to pay applicable cost for maintenance due to lost records of maintenance tracking.

**22. Insurance.** The lessee acknowledges and agrees that they are solely responsible for ensuring that their personal or business insurance policy provides adequate coverage for any potential damages, theft, or liability related to the rented equipment.

Lessor assumes no responsibility for any damage, loss, or liability incurred during the rental period. Any costs associated with repairs, replacement, or claims due to an accident or negligence are the sole responsibility of the lessee.