

UP NORTH SAUNA LLC

SAUNA RENTAL AGREEMENT

PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY AND FULLY BEFORE SIGNING

1. PARTIES TO THIS EQUIPMENT RENTAL AGREEMENT & LIABILITY RELEASE.

Hereinafter, "OWNER" refers to UP NORTH SAUNA LLC and/or, where applicable, to its agents, delegates, and representatives. Up North Sauna ("Up North Sauna") and its online platform at www.upnorthsaunas.net is a division of UP NORTH SAUNA LLC.

Hereinafter, "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 (hereinafter "Agreement") and by Up North Sauna's Waiver And Release Of Liability (hereinafter "Release"). 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 Agreement and OWNER's Release. RENTER and all users in RENTER's party **MUST** sign OWNER'S Release before using the mobile sauna unit. Digital copies of the Release are included in the booking confirmation email, available for download at www.upnorthsaunas.net and in hard copies format provided by OWNER to RENTER at time of delivery of sauna unit.

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 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 EXPLAINED: 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 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. The installation site and any passageway must be level 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.

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 OWNER before booking to explore this option.

3. 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.

4. STATIONARY USE OF EQUIPMENT.

Once delivery and setup is completed by OWNER, the RENTER shall not remove the equipment from this location 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.

5. DELIVERY & RETRIEVAL TIMES.

OWNER will always strive to reach mutually agreeable delivery and retrieval times with RENTER; however, for overnight rentals, OWNER reserves the right to deliver and retrieve rental units any time between 8 am and 3 pm prior to and after rental period.

OWNER and RENTER will try to determine a mutually agreed upon location for the setup of the equipment on the rented premises; however, OWNER retains the absolute discretion and decision on the exact and ultimate location for safe setup.

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, whether known or unknown, 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.

Further, RENTER acknowledges and agrees to sign and be bound by the Terms and Conditions of OWNER'S Release form; RENTER also agrees to have any third party that will be using the rented equipment sign and acknowledge OWNER'S Release form. OWNER'S Release form is available on OWNER'S website and a physical copy has been provided to RENTER; by signing below, RENTER agrees he/she has read and understands this Release.

8. ASSUMPTION OF RISK; THIRD PARTY RISK; MINORS

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.)

RENTER understands and agrees that sauna use is inherently risky and potentially dangerous. RENTER is aware of these risks and agrees to be bound by the terms and

conditions of OWNER'S Release. RENTER agrees that sauna use, heat tolerances, and human physiologies vary for every individual and that RENTER has no underlying medical conditions that may disqualify him/her from sauna use. RENTER agrees that if he/she is uncertain of this he/she will conduct their own research and/or consult a physician prior to use.

RENTER understands that he/she is responsible for additional guests or third parties not accounted for by OWNER at the time of booking, and that RENTER assumes all risks associated with additional guests or third parties using the sauna. RENTER agrees he/she has received copies of OWNER'S Release for additional unaccounted guests or third parties to read, understand, and sign should they choose to participate.

OWNER understands and agrees that he/she will ensure that any minor (an individual under age 18) will be accompanied by a parent, legal guardian or responsible adult, and that both of the aforementioned have read, understood and signed "CONSENT OF PARENT, GUARDIAN OR RESPONSIBLE ADULT AND ACKNOWLEDGEMENT OF RISK AND RESPONSIBILITY FORM FOR CHILDREN UNDER THE AGE OF 18" and that copies of this document have also been left in RENTER'S care should any unaccounted minors wish to participate.

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 User Manual. The User Manual is included in digital format with the booking confirmation, viewable on-line at www.upnorthsaunas.net 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 restriction set forth in the User Manual.

Additionally, RENTER acknowledges that OWNER will provide a proper use tutorial prior to departing the location of the equipment rental. If RENTER is not sure of proper use, or is uncomfortable with any operations of the equipment, RENTER agrees to bring this to the attention of OWNER prior to OWNER'S departure after the setup and tutorial of the equipment.

10. PROHIBITED USES/SUBSTANCES/ACTIVITIES.

Use of the equipment in the following circumstances is prohibited and constitutes a breach of this Agreement. (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, except for personal use amounts of drinking water. (g)

Use of equipment by any person or persons who have not prior to use read, filled out completely and signed OWNER'S Release form.

RENTER agrees not to: (a) Wear jewelry (risk of skin burn). (b) permit smoking while in sauna. (c) permit any breakables (glass or glass equivalents, ceramics) inside sauna (d) use any fire accelerants of any kind. (e) spray cold water on front or sides of stove or stove-top rocks, as this will cause rapid internal temperature increase and potential steam burns. (f) touch stove shields, as metal surfaces are hot and may cause burns. (g) use an non-diluted essential oil applications.

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. TIME OF PAYMENT. DEPOSIT. CANCELATION POLICY

A. DEPOSIT DUE: Within five (5) days of booking a rental reservation, RENTER must call OWNER with a valid credit card to hold the reservation; additionally, a fifty percent (50%) deposit of the full rental price is due at this time, with said deposit being applied to the overall full rental price.

B. FULL RENTAL PRICE: The full rental price of the booking, less the deposit, shall be due upon delivery on the first date of the rental period. If electing to pay cash or check for the full rental price, please note this to OWNER at time of booking.

C. CANCELLATION POLICY: For a full refund of rental fees, cancellation must be made at least seven (7) days prior to start of standard delivery time (8 am) on the day the rental term begins. If the cancellation is made within seven (7) days prior to start of standard delivery time (8 am) on the day the rental term begins, RENTER shall forfeit the 50% deposit, unless OWNER is able to fully rebook the rental period. If the cancellation is made forty-eight (48) hours prior to start of standard delivery time (8 am) on the day the rental term begins, RENTER shall be responsible for the full rental fee, unless OWNER is able to fully rebook the rental period. All cancellations must be sent by email to upnorthsaunas@gmail.com Your booking cancellation is officially registered as of the time and day logged in the email's header.

D. OWNER'S RIGHT TO CANCEL: OWNER 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 OWNER'S notice to the RENTER of the cancellation.

13. REPAIR. DAMAGES. CLEANING. OVERDUE POLICY.

By signing this Agreement, 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. Both the RENTER and OWNER have inspected the equipment to make sure it is in good condition upon delivery, and any damages present at time of delivery have been documented by RENTER and OWNER alike. 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.

The RENTER understands and authorizes OWNER to charge a one-hundred dollar (\$100.00) cleaning fee if the equipment is left in an excessive state of uncleanliness, as defined by OWNER.

In the case of mobile sauna rentals, The RENTER agrees to pay an additional rental fee of one-night, plus any lost income, if the sauna cannot be retrieved by 3 pm on the final day of the rental term.

14. 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.

15. SAFETY MEASURES:

A. SAFETY POSTINGS: By signing this Agreement, RENTER agrees to abide by and ensure that any of RENTER'S guests will abide by all sauna safety postings or warnings.

B. FIRE EXTINGUISHER USE: By signing this Agreement, RENTER agrees that they have been briefed on the fire extinguisher operation using the mnemonic "PASS" (pull pin, aim nozzle, squeeze trigger, and sweep over seat of fire).

16. COLLECTION COSTS TO ENFORCE THIS AGREEMENT.

If OWNER must initiate any suit or action to enforce any provision in this Agreement against RENTER, OWNER shall be entitled to recover from OWNER all actual fees, costs, and expenses of enforcing any right of the OWNER under, or with respect to this

Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

17. SEVERABILITY.

The provisions of this Agreement and the combined separate Release shall be deemed severable so that if the invalidity, unenforceability, or waiver of any of the provisions in this Agreement or Release shall not affect the remaining provisions herein.

18. SUCCESSORS AND ASSIGNEES.

This Agreement binds and benefits the heirs, successors, and assignees of both OWNER and RENTER.

19. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the state of Wisconsin, with OWNER and RENTER agreeing to be bound by subject and personal matter jurisdiction within the courts of the State of Wisconsin.

By signing below, I affirm that I have been provided adequate and proper time to read and understand all the terms and conditions contained herein, as well as in OWNER'S Release; I further agree and authorize that the said terms and conditions are deemed accepted and promise to be bound by all provisions of this Agreement and in OWNER'S Release.

Name of RENTER: (Printed): _____

Signature of RENTER: _____

Email: _____

Address: _____

Phone Number: _____