

NOMADIC SAUNA INC.
RENTAL TERMS AND CONDITIONS OF USE

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. The Renter must be 21+ years old.

TO: **NOMADIC SAUNA INC.**, and its directors, officers, employees, contractors, agents, volunteers, representatives and assigns (collectively, “**Nomadic Sauna**”).

RENTAL PERIOD: From (dd/mm/yyyy) _____ To (dd/mm/yyyy) _____

RENTAL LOCATION: _____

RENTAL FEE (excl. GST): (to be completed by Nomadic Sauna)

IN CONSIDERATION of Nomadic Sauna agreeing to rent to me a mobile wood-burning sauna (referred to as the “**sauna**”) on the terms and conditions outlined in this Rental Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the undersigned Renter, understand and agree that:

RENTER’S ACKNOWLEDGMENT AND AGREEMENT

- (a) I am aware of the risks of sauna use and that I have read, understood and signed Nomadic Sauna’ “**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**” (the “**Waiver**”);
- (b) **I AM RESPONSIBLE FOR ALL GUESTS** including those not accounted for by Nomadic Sauna at time of booking, and I assume all risks associated with any and all guests using the sauna and/or being present at the rental location during the rental period;
- (c) I have **RECEIVED COPIES OF THE WAIVER FOR ADDITIONAL UNACCOUNTED GUESTS** to read, understand and sign prior to using the sauna;
- (d) I will ensure that **ANY MINOR (any person under the age of 19) WILL BE ACCOMPANIED BY A PARENT, LEGAL GUARDIAN OR RESPONSIBLE ADULT**, and that both of the aforementioned have read, understood and signed the appropriate section of the Waiver and acknowledge that copies of that document have also been left in my care should any unaccounted minors wish to participate;
- (e) I will ensure that any guests with health or mobility conditions that require assistance of another person **WILL ALWAYS BE ACCOMPANIED BY ANOTHER ADULT**;
- (f) the **CANCELLATION POLICY** below shall apply in all circumstances including where I must cancel the rental agreement due to being instructed to self-isolate by a medical professional for contraction of, or exposure to, COVID-19;
- (g) I will be **AT THE RENTAL LOCATION AT ALL TIMES WHEN THE SAUNA IS IN USE** during the rental period;
- (h) I will **INDEMNIFY NOMADIC SAUNA** from any loss, damage, liabilities, costs and expenses suffered by Nomadic Sauna, directly or indirectly, as a result of or arising out of this Rental Agreement and/or my breach of any term of this Rental Agreement, including my failure to obtain a signed Waiver from all guests using the sauna; and
- (i) I have **READ AND WILL COMPLY** with, and will ensure that **ALL GUESTS READ AND COMPLY** with, the terms and conditions below and all other sauna safety notices provided with or on the sauna, at all times during the rental period:

A. FIRE EXTINGUISHER

- 1. The Renter must read instructions for use accompanying the fire extinguisher prior to using the sauna.
- 2. The Renter must, at all times, know the location of the fire extinguisher.

B. HEALTH/SAFETY RECOMMENDATIONS

- 1. Due to risk of injury, it is not recommended to be under the influence of drugs or alcohol during use of the sauna.
- 2. It is recommended to limit time in sauna to a maximum of 20 minutes at a time for adults (19+), 15 minutes for ages 13-18, 10 minutes for ages 9-12, 5 minutes for ages 5-8 and 3 minutes for ages 0-4.
- 3. As children can’t regulate heat as efficiently as adults, they should be monitored closely for signs of heat stress.
- 4. To prevent dehydration, hydrate frequently with water before, during and after using the sauna.

C. PROHIBITED SUBSTANCES/ACTIVITIES AT ALL TIMES

1. No person may use the sauna if they are ill or feeling ill.
2. No jewelry (may cause burns), metal objects, alcohol, recreational or illicit drug use, smoking, vaping, essential oils, aromatherapy, food, pets or animals, breakables (glass or ceramics), sharp objects, or fire accelerants of any kind (propane, butane, gasoline diesel or flammables) are permitted in the sauna at any time.
3. Do not climb on the sauna or the sauna trailer (other than use of the stairs) at any time.
4. Do not cross stove guard barrier as it may cause burns
5. Sexual activity is not permitted during use of the sauna.

D. FIRE STARTING

1. Only matches may be used to start the fire in the stove.
2. Stove door must remain closed at all times except when loading firewood.
3. Do not burn any treated or painted wood, or wood with nails or screws in the stove.
4. Do not burn garbage or any objects other than dry, untreated, unpainted wood, kindling and small amounts of paper for fire starting.

E. OPERATION/HEAT MANAGEMENT

1. No person may use the sauna if they are ill or feeling ill.
2. There is a maximum of 6 people in the sauna at one time.
3. Only fresh water is to be placed on rocks (no other liquids including saltwater may be used).
4. Only use stove handles for access and to load firewood. All other surfaces of the stove are hot and may cause burns.
5. Do not put water on any sides stove as it may cause steam burns.
6. Do not bring phones or electronics into the sauna due to risk of damage. Nomadic Sauna Inc is not liable for any damage to phones or electronics during use of the sauna.
7. To regulate temperature if it becomes too uncomfortable, open the sauna door to allow for fresh ventilation.
8. It is recommended to have access to a cold water source for cooling down after use of the sauna.

F. DROP-OFF/PICK UP

1. Nomadic Sauna will work with the Renter to find a mutually agreeable time for pick up and drop off.
2. The Renter will ensure that they have an authorized, flat, safe, easily accessible location on private property to park and operate the sauna (including operation of a woodburning stove). The sauna trailer has a small footprint (13 x 8 feet) and will fit most driveways. If Nomadic Sauna arrives to find an unsuitable or unauthorized location (a) this will be treated as a cancellation with less than 24 notice (see Cancellation Policy below), (b) the sauna will not be dropped off and (c) the Renter will not be provided with a refund.
3. The Renter will ensure that the sauna is not moved after Nomadic Sauna completes set up.
4. The Renter will ensure that the trailer lock/s are not tampered with or altered.
5. The Renter will not light the stove on the morning of pick-up and will ensure that the fire is out and no hot embers are present at pick-up. The stove must be cool for safe transport. If Nomadic Sauna arrives to find a stove with hot embers or fire, an additional day's rental fee will be charged.

G. EQUIPMENT AGREEMENT/PAYMENT/DEPOSIT/CLEANING

1. The Renter will pay a \$500 damage deposit (the "Damage Deposit") at the time of drop off. The Damage Deposit is in addition to the rental fees.
2. The Renter agrees to pay the rental fees as follows: (a) 50% at the time of booking; and (b) 50% at the time of drop-off.
3. Nomadic Sauna and the Renter will examine all equipment at the time of drop-off and note any existing deficiencies or damage. The Renter is responsible for any and all loss or damage to the sauna or equipment provided by Nomadic Sauna while at the rental location and throughout the rental period.
4. In the event of any damage or loss, or return of the sauna and/or equipment in an excessively unclean state, Nomadic Sauna will apply the Damage Deposit towards the cost of repairs, replacement and/or cleaning fees, and return the balance of the Damage Deposit, if any. In the event the cost of repair or replacement exceeds the Damage Deposit, Renter agrees to pay the balance to Nomadic Sauna within seven (7) days of notice of the amount owing.

- 5. Nomadic Sauna will ensure that the sauna is cleaned before and after the rental period with Vancouver Island Health Authority approved cleaning supplies.
- 6. Nomadic Sauna will provide the Renter with a key to lock the sauna when not in use to prevent unauthorized guests from using the sauna. The Renter will return the key to Nomadic Sauna at the end of the rental period.

H. CANCELLATION POLICY

Nomadic Sauna understands that plans change for many reasons including those out of our control. Therefore, Nomadic Sauna offers, and the Renter agrees to the following cancellation policy:

- 1. Cancellations more than 48 hours prior to the start of the rental period shall receive a full refund of the rental fee.
- 2. Cancellations between 24-48 hours prior to the start of the rental period shall receive a 50% refund of the rental fee.
- 3. Cancellations within 24 hours before the start of the rental period are not entitled to a refund of the rental fee, and any outstanding rental fees will be due and owing to Nomadic Sauna (however, the Renter will not be charged the Damage Deposit).

I. PRICING

Nomadic Sauna has a sliding rate scale depending on peak rental usage, and discounted weekly rates as follows:

J. NOMADIC SAUNA CONTACT INFORMATION

Julie Hancock	Brian Hancock
604.862.8001	250.465.1507
julie@nomadicsauna.ca	

This Rental Agreement is governed in accordance with the laws of British Columbia.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT 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.

Dated this _____ day of _____, 20

Renter

Signature _____

Name (Please Print) _____

Date of Birth (DD/MM/YYYY) _____

Address _____

E-mail _____

Phone Number _____