



Hot Tub Rental Agreement

56 Heather St, Barrie On, L4N 4N1
705-730-4785 www.tubanddecktech.com

Lessee Information

Full Name: _____
Last First

Delivery Address: _____
Street Address

City Province Postal Code

Home Phone: _____ Business Phone: _____

Cell Phone: _____ Email Address: _____

Payment: Cheque Visa MasterCard Cash For Security - Credit Card authorization form attached (to be held in case of damage)

Rental Equipment Delivered \ Replacement Cost \ Additional Costs

<input type="checkbox"/> RotoSpa Hot Tub	- \$3999.00	<input type="checkbox"/> Electrical Extension Cord	- \$85.00
<input type="checkbox"/> Hot Tub Cover	- \$399.00	<input type="checkbox"/> 12'x12' Outdoor Carpet	- \$150.00
<input type="checkbox"/> Hot Tub Filter	- \$39.95	<input type="checkbox"/> Second Pick Up Attempt	- \$50.00
<input type="checkbox"/> Chemical kit	- \$45.00		

Rental Period \ Delivery – Pickup

Delivery Date: _____ Delivery Time _____
Day Month Year

Pick Up Date: _____ Pick Up Time: _____
Day Month Year

Delivery \ Pickup Contact Name: _____ Phone: _____
(If different than Lessee)

Rental Rates \ Cancellations \ Refunds

- Weekend Rental - \$325.00
- Weekend Rental – Including Holiday - \$375.00
- Weekly Rental - \$375.00
- Weekly Rental – Including Holiday - \$425.00
- Monthly Rental - \$ _____
- Special Rate Rental - \$ _____
- Long Distance Delivery Charge - \$ _____

50% Deposit required to reserve \$ _____

Our Cancellation policy is understanding and flexible. All of our bookings are received well in advance and other people may have been turned away because the tubs have already been reserved. All cancellations must be received in our office in writing and refunds will be issued according to the following:

- 14 days or more prior to delivery, 75% of deposit is refunded
 - 7-13 days prior to delivery, 50% of deposit is refunded
 - 2-6 days prior to delivery, full deposit is retained
 - 0-1 days full rental charge will be charged
- All refunds are at the discretion of Tub & Deck Tech

Lessee Acceptance

I, the undersigned acknowledge and agree to the following:

- 1) I have read the Tub & Deck Tech Terms and Conditions on page 2 of this agreement and agree to them. I am 19 years of age or older with a valid credit card and I am the owner of the above listed property with up to date property insurance.
- 2) I have read the Tub & Deck Tech Hot Tub Safety information on page 2 of this agreement and understand the inherent risks associated with the use of a Hot Tub.
- 3) I understand and approve that my credit card will be charged in for the amounts listed as deposit with the balance owing for rental to be charged 24 hours before delivery date.
- 4) I understand and approve that my credit card will be charged for the amounts indicated above for equipment in the event that they are damaged while on rental. I understand that by signing below I have given up substantial rights on behalf of myself and others utilizing the Hot Tub as part of this rental.

Print name Signature Date

Property Insurance Company name Policy # Expiry Date

Tub & Deck Tech – General Terms and Conditions

1. **MASTER AGREEMENT:** The Lessee (as listed on page 1 of this Rental Agreement) and Lessor (Tub & Deck Tech) acknowledge and agree that the terms and conditions contained in this agreement shall govern the rental of any and all equipment by the Lessee from the Lessor, and the term "Equipment" as used herein shall refer to all such equipment. Except as otherwise expressly agreed by the Lessor and Lessee in writing, in the event of a conflict between the terms and conditions contained in this agreement and any terms or conditions set out in any purchase order, acceptance or other document the Lessee and Lessor agree that the terms and conditions set out in this agreement shall govern.
2. **THE RENTAL PERIOD:** The rental period with respect to the Equipment shall commence on and include the day of actual delivery of the Equipment to the Lessee. The rental period shall end on and include the day of Equipment pickup by the Lessor. The Lessee is responsible for the Equipment until it has been removed from the Lessee property. Rental rates are based on a rate schedule on Page 1 of this agreement.
3. **PAYMENT:** The Rentals due under this Lease shall be paid in full in advance to the mailing address of the Lessor at the address designated on Page 1 of this agreement. Lessor reserves the right to deny delivery of Equipment in the event of failure to pay the Rental by the Lessee. A valid credit card will be kept on file for the duration of the rental in case of damage as a security.
4. **INSPECTION:** Before the Equipment is delivered to the Lessee, the Lessor shall inspect and clean Equipment to ensure its satisfactory condition for operation. If the Lessee does not inspect the Equipment upon delivery, then the Lessee is conclusively deemed to have accepted that the Equipment is in good condition and working order, without broken or worn out parts, and in clean and unmarred condition.
5. **MAINTENANCE, OPERATIONS AND REPAIRS:** The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon any Equipment, and shall ensure that no Equipment is subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the Equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and operating order.
6. **LOSS OF OR DAMAGE TO EQUIPMENT:** The Lessee shall indemnify and hold harmless the Lessor against all loss and damage to the Equipment during the rental period and the appraisal for any such loss or damage shall be based on the replacement cost of Equipment without deduction or depreciation. The Lessee will be liable for all resulting loss or damage to the Equipment and expense of the Lessor, to the extent it: (i) results from the gross negligence of the Lessee which included, but is not limited to, the use or operation of the Equipment in a reckless or abusive manner, or intentional damage to the Equipment by the Lessee or by the Lessee's permission, or (ii) occurs under either of the following circumstances: A: All loss or damage associated with vandalism, malicious mischief, theft or conversion of the Equipment. B: All loss or damage associated with Equipment being overloaded operated above rated capacity or if operating instructions are not followed.
7. **LIABILITY OF LESSEE:** The Lessee shall indemnify and hold harmless the Lessor against all loss, expenses, penalties, damages, condemnations and legal costs which the Lessor may suffer or may be required or condemned to pay for personal injury (including death) and/or property damages suffered by any person by reason of the Equipment or the operation, handling, transportation or use thereof by or while in the hands of the Lessee. The Lessee shall remain responsible for the Equipment until it has been returned to the Lessor. The Lessee shall maintain at the Lessee's own expense, public liability and all risk property insurance in adequate amounts to fully cover the indemnity. The Lessee hereby renounces all claims which he (it) may have against the Lessor for any loss or damage which he (it) may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the operation it may be required to perform.
8. **TITLE:** Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the Equipment, other than that of Lessee. The Lessee shall not incur or permit to exist any lien or other encumbrance on or with respect to the Equipment. The Lessee shall give the Lessor immediate notice in case of any Equipment is levied upon or from any cause becomes liable to seizure.
9. **SUBLETTING AND LOCATION:** None of the Equipment shall be sublet by the Lessee, nor shall he (it) assign or transfer any interest in this Lease without the previous consent of the Lessor. The Equipment shall be used at the location where delivered to by the Lessor.
10. **WARRANTIES:** Lessor makes no warranties, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, its merchantability or fitness for a particular purpose, or that it is suited for the Lessee's intended use. The aggregate liability of Lessor hereunder, if any, shall be limited to the amount paid to it by Lessee under this Lease. This represents the entire agreement between the parties with respect to the Equipment. Lessor reserves the right to refuse service to any person(s) without warning, reason or cause at any time.

Tub & Deck Tech – Safety Information

1. Never allow water exceed 40 degrees Celsius (104 F)
2. Limit soak time to 15 minutes at a time
3. Use a buddy system when using the Hot Tub and avoid using alone.
4. Do Not allow children to use the Hot Tub without supervision and limit soak time to 10 minutes at a time and /or reduce tub temperature. (should not be used by children under the age of 5)
5. Never allow anyone who has been drinking alcohol or using any kind of drugs (prescribed or illegal) to enter the Hot Tub.
6. Never go under water in a Hot Tub due to the risk of hair entanglement in suction and subsequent drowning hazard.
7. Persons with skin, ear, genital, or other body infections should not enter the Hot Tub because of the possibility of spreading the infection.
8. Persons with heart disease, diabetes, high or low blood pressure, any serious illness, pregnant women and any person with any doubt should not enter the Hot Tub without prior consultation with a physician.
9. Do not operate any electrical device within 10 meters of the Hot Tub. Electrical shock or electrocution can occur in a Hot tub if live electrical current (including current from a telephone) comes into contact with the water. Use a ground fault circuit interrupter (GFCI) on any appliance that must be near the Hot Tub.
10. You or your guests will most likely be barefoot while near the Hot Tub. Use only unbreakable dishes, beverage containers and utensils around the Hot Tub and never use glass anywhere near or in the Hot Tub. Broken glass is invisible in water and extremely difficult to get out of the water circulation system.
11. To avoid a slip/fall injury be sure to have a towel nearby to dry feet before entering or leaving the Hot Tub. Where possible the Hot Tub should be placed on a non-slip surface.
12. Never use the Hot Tub during a thunderstorm or when lightening is occurring in your area.
13. When not in use always have the cover on the Hot Tub and locked to prevent unsupervised child access and potential drowning hazard.