STONE & BARREL INC.
(the "**Company")**

SAUNA RENTAL AGREEMENT AND TERMS

This Rental Agreement (the "Agreement") is entered into between **Stone & Barrel Inc**. (the "Company") and the undersigned renter(s) (the "Renter"). By signing below, the Renter acknowledges and agrees to all terms, conditions, and safety instructions set forth in this document. Use of the sauna is entirely at the Renter's own risk.

IN CONSIDERATION of Stone & Barrel Inc. agreeing to rent a mobile sauna (the "sauna") to the Renter on the terms and conditions outlined in this Rental Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned Renter, understand and agree that:

1. MOBILE SAUNA DISCLAIMER & RENTER ACKNOWLEDGEMENT

A. Assumption of Risk

I understand that the use of the sauna involves exposure to high heat, humidity, and potential physical strain. I voluntarily accept full responsibility for any risks, injuries, health effects, or property damage that may occur as a result of sauna use.

B. No Medical Advice

I acknowledge that Stone & Barrel Sauna Inc. has not provided me with medical advice. I have consulted my own healthcare provider if I have any health conditions, including but not limited to heart disease, high or low blood pressure, pregnancy, respiratory issues, or recent surgery.

C. Not Suitable for All Users

a) I will ensure that any person under the age of sixteen (16) will be accompanied and supervised by a parent, legal guardian or responsible adult, and that both of the aforementioned have read and understood the appropriate section of the acknowledgement.
b) I will ensure that any guests with health or mobility conditions that require assistance of another person will always be accompanies by another adult;
c) I will ensure that I will not enter that sauna if I am experiencing illness, fever, or gastrointestinal symptoms, and I will ensure that guests will not enter the sauna if they are experiencing illness, fever, or gastrointestinal symptoms.
d) I will ensure that I will not enter the sauna under the influence of alcohol, drugs, or other impairing substances and that no guest will enter the sauna under the influence of alcohol, drugs, or other impaired substances.

D. User Responsibility

I agree to follow all safety instructions provided by Stone & Barrel Sauna Inc. Any damage to the sauna, trailer, stove, chimney, or accessories caused by misuse, negligence, or failure to follow instructions will be my financial responsibility.

E. Indemnification and Release of Liability

I hereby agree to indemnify, defend, and hold harmless Stone & Barrel Sauna Inc., its owners, directors, officers, employees, contractors, agents, successors, and assigns (collectively, the "Company") from and against all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses (including reasonable legal fees and disbursements) arising out of, related to, or in any way connected with:

1. My use of the sauna facilities, equipment, or related amenities provided by the Company;
2. The use of the sauna facilities by any of my guests, family members, or invitees, whether or not I am present;
3. Any personal injury, illness, property damage, or death that may occur on or about the premises or as a result of the use of the sauna; and
4. Any violation of law, rule, regulation, or Company policy by myself or my guests or invitees while on Company property.

This indemnification extends to all claims, whether caused by negligence (active or passive), breach of contract, or otherwise, except to the extent caused by the gross negligence or willful misconduct of the Company.

I acknowledge that the use of the sauna facilities involves inherent risks, including but not limited to heat-related illnesses, dehydration, cardiovascular stress, or other medical complications. I voluntarily assume all such risks on behalf of myself and my guests or other invitees.

This indemnity shall be binding upon my heirs, executors, administrators, and assigns, and shall survive the termination of my use of the sauna facilities.

Renter Acknowledgement

By signing below, I confirm that I have read and understood this Disclaimer & Renter Acknowledgement, and that I agree to use the sauna entirely at my own risk. I have read, will comply with, and will ensure that all guests read and comply with the terms and conditions set forth herein, as well as all other sauna safety notices provided with or on the sauna, at all times during the rental period

Renter Name(s) (print): _____

Signature(s): _____

Date: _____

2. RENTER INFORMATION

Name(s): _____

Address: _____

City: _____ Province: _____

Phone: _____

Email: _____

_____

Number of occupants: _____

By providing a phone number or email, Renter consents to receive service-related information, questions about your use of the Services, and/or marketing information calls, texts, or messages. Standard rates may apply.

The above Renter agrees to abide by the rules below.

3. RENTAL PERIOD & FEES

Reserved Dates

From: _____ to _____.

Rental Rate

$_____ per day x _____ days = $_____.

Damage Deposit: ($250.00 is refundable if no damage / cleaning is required): _____.

Total (including HST): $_____.

4. PAYMENT & CANCELLATION POLICY

- Full payment may be made online by credit card at the time of reservation. Any cancellation made within 5 days or closer to the service date will be charged a one-hundred dollar ($100.00) cancellation fee.

5. DAMAGE DEPOSIT

- The Renter will pay a refundable $250.00 damage deposit. The damage deposit is in addition to the rental fees.
- The deposit will be refunded in full if:
    a) The sauna is returned undamaged;
    b) The sauna is clean and free of trash or debris;
    c) The sauna has not bee altered, tampered with, or moved;
    d) The sauna is returned on the agreed-upon date and time.
- If damage, theft, excessive cleaning, or misuse occurs, Renter is fully liable, and the deposit may be withheld.
- Renter must keep the unit safe, clean, and in good working order. Any damage due to negligence or misuse will be your responsibility, and all costs will be charged to the renter.
- If the cost of repair or replacement exceeds $250.00, the Renter acknowledge that the Company's insurance deductible is $500.00 and agrees to pay the remaining amount up to the full deductible., in addition to any other costs not covered by insurance.
- Refunds issued by Stone & Barrel Inc. may take approximately five (5) to ten (10) business days to appear in the Renter's account, depending on the processing times of the Renter's financial institution or payment provider. Stone & Barrel Inc. is not responsible for delays caused by third-party processors or banks.

6. SAFETY INSTRUCTIONS

- You must ensure that all users of the sauna are properly instructed on safe use and follow the training or instructions provided.
- You must prevent misuse of the unit.
- Children under the age of 16 must be supervised at all times. Children under 10 are not recommended to enter the sauna.
- Users must not be under the influence of alcohol, drugs, or impairing substances.
- Jewelry should not be worn inside the sauna as it may cause burns, and personal items can warp or corrode in the heat and humidity.
- All users must be in a healthy and fit state. Individuals with health sensitivities, artificial joints, metal pins and silicone implants or medical conditions (such as but not limited to; heart disease, high blood pressure, pregnancy, epilepsy, respiratory illness, recent surgery, multiple sclerosis, hemophilia, hyperthyroidism, lupus, adrenal suppression) must consult a doctor before use.
- Recommended session length: 5–15 minutes, with rest breaks in between.
- No more than 6 users maximum in the sauna.
- Surfaces of the stove, chimney, and pipes are extremely hot — risk of burns.

7. OPERATING & FIRE SAFETY RULES

- Place the sauna on level ground, at least ten (10) ft from buildings, vehicles, or flammable materials.
- Ensure the location does not block emergency access. The Company is not responsible for property damage or injuries during delivery/collection.
- Burn only dry, seasoned wood and paper. Do not use accelerants (i.e. gas, oils, lighter fluids, etc.), treated wood, or chemicals.
- Never leave the sauna unattended while the stove is burning.
- Ventilation valve (located inside, top left near entrance) must be open for proper airflow circulation. Adequate ventilation ensures a safe oxygen supply.
- Never operate the sauna inside an enclosed garage, barn, shed, or under overhangs—carbon monoxide buildup is deadly.
- The stove door must remain closed at all times during operation. The provided stove glove must be used when handling any part of the stove. The glove must be kept dry; if the glove becomes wet or exposed to moisture (including rain), it will not provide adequate thermal protection and must not be used.
- Ashes must be placed in a metal container with a lid and cooled for 48 hours before disposal.
- Fire extinguisher (2A:10BC) is mounted near the stove. No tampering with safety equipment (fire extinguisher, chimney screen, spark arrester).
- Do not use electronics, cell phones, flashlights, or battery-powered devices inside the sauna. Extreme heat can cause fire or damage.
- Fire & Heat Hazards: Plastics, clothing, bags, or flammable objects can melt, ignite, or release toxic fumes in high heat.
- No smoking, food, glass, or flammable materials inside the sauna. Nothing should be brought into the sauna except towels and drinking water in a safe container.
- Use caution with steam: pour small amounts of water on rocks only with the provided bucket, ladle, and stove glove. Do not put your arm directly over the rocks to avoid steam burns. DO NOT pour water on the stove itself—only on the rocks. Essential oils: mix with water first, **never** pour directly on rocks or fire.
- Only original plugs and sockets provided by Stone & Barrel Inc. may be used.

- You must ensure a suitable electrical supply is available nearby and comply with all applicable safety regulations.

Renter Acknowledgement

By signing below, I confirm that:

- I have reviewed, read, and understand the Stone & Barrel Inc. **Fire Safety Plan**, including all operating and fire safety rules listed above.
- I have had the opportunity to ask the owners, operators, agents, employees at Stone & Barrel Inc. any questions regarding the safe operation of the sauna, and all of my questions were answered to my satisfaction.
- I acknowledge that it is my responsibility to follow all safety procedures, ensure safe use of the stove and equipment, and maintain a safe environment around the sauna at all times.
- I understand that failure to comply with these rules may result in property damage, personal injury, or fire hazard, and I accept full responsibility for the safe operation of the sauna during the rental period.

Renter Name(s) (print): _____

Signature(s): _____

Date: _____

8. USE & RESPONSIBILITES OF THE RENTER

- Sauna use is entirely at the Renter's own risk, and assumes all risks associated with operating and using the sauna.
- The renter is solely responsible for the safety, supervision, and well-being of all participants.
- Once delivered, the unit becomes your responsibility until it is collected by Stone & Barrel Inc. staff.
- Renter must assist with safe delivery and pickup, ensuring clear access.
- Sauna may not be moved from its original delivery location.
- Renter is responsible for protecting the unit against theft, vandalism, and misuse of the unit during the rental period. Renter must take precautions to secure the unit against theft or damage.
- Renter must keep sauna clean and in working order.
- Any accidents, breakdowns, property damage or injuries involving the unit must be reported immediately to Stone & Barrel Inc.
- No repairs may be attempted unless authorized by the Company.
- The unit must not be sold, sub-leased, or lent to any third party.

9. CLEANING & SANITATION

- Renter must return the sauna in clean condition.
- Shower before entering to remove dirt, sweat, and lotions.
- Always sit and place feet on clean towels to protect benches and floors from sweat.
- Remove all trash, bottles, and belongings after use.
- Brush benches, sweep/vacuum floors, and leave the door slightly open for drying.
- Do not use harsh chemicals; only gentle or sauna-safe cleaners or a damp towel may be used.
- Failure to clean may result in additional charges or withheld deposit.

- Let fire burn out or damper with sand 2 hours before pickup.

10. RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Please read carefully – by signing this document, you will waive certain legal rights, including the right to sue.

A. The Renter acknowledges and agrees that use, setup, operation, and transportation of the sauna involve inherent risks, dangers, and hazards that may result in serious injury, illness, property damage, or death. These risks include, but are not limited to:

a. burns, slips, and falls, or other physical injuries due to hot surfaces, wet or uneven ground, or improper use;
b. fire, smoke inhalation, electrical shock, or carbon monoxide exposure due to malfunction, improper ventilation, or environmental conditions;
c. dehydration, heat exhaustion, heat stroke, cardiovascular strain, or other heat-related illnesses;
d. allergic reactions, respiratory issues, or infections due to environmental factors or inadequate cleaning by third parties;
e. injury, illness, or death resulting from pre-existing medical conditions exacerbated by the sauna use;
f. property damage, including but not limited to the sauna unit, towing vehicle, or surrounding property;
g. loss, theft or damage of personal belongings or equipment; and
h. risks arising from the negligence, inexperience, or misconduct of the Renter, their guests, invitees, or any minors present.

B. The Renter freely accepts and fully assumes all risks, dangers, and hazards associated with the sauna, whether foreseeable or unforeseeable, and whether arising from their own actions or omissions, those of their guests or invitees, or otherwise. The Renter acknowledges that the sauna is intended only for responsible use in accordance with provided instructions and safety guidelines.

C. The Renter acknowledges that Stone & Barrel Inc. makes no representations as to the condition of the sauna or the safety of the sauna. The sauna is provided “as is” and “as available” without any warranties, representations, or conditions of any kind, whether express or implied, including but not limited to warranties of fitness for a particular purpose, merchantability, or safety. All use is at the Renter’s sole risk. The Renter acknowledge that they are not relying upon any representation or statement by the Company or the Company’s employees, agents, sponsors, or representatives regarding this agreement or the sauna, except to the extent such representations are expressly set forth in this Agreement.

D. To the fullest extent permitted by law, the Renter hereby waives, released, and discharges Stone & Barrel Inc., its owners, directors, officers, employees, contractors, agents, representatives, successors, and affiliates (collectively, the “Released Parties”) from any and all claims, demands, actions, damages, losses, liabilities, costs, or expenses arising out of or related to the sauna’s delivery, setup, operation, use, maintenance, or removal. This waiver applies to all claims, including those arising from ordinary negligence (active or passive) or breach of contract, but it does not apply to claims arising from the gross negligence or willful misconduct of the Released Parties.

E. The Renter agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands actions, damages, losses, liabilities, or expenses (including reasonable legal fees and third-party claims) arising from or connected with:

1. The Renter's use or misuse of the sauna;
2. The use or misuse of the sauna by any guests, family members, invitees, or minors whether or not the Renter is present;
3. Any personal injury, death, illness, or property damage occurring on or about the premises or during the rental period;
4. Any violation of law, regulation, or Company policy; or
5. Any damage, loss, or injury caused by failure to follow the safety guidelines and instructions provided by the Company.

This indemnity shall survive the termination or expiration of the rental period and shall be binding upon the Renter's heirs, executors, administrators, and assigns.

F. In no event shall Stone & Barrel Inc. or the Released Parties be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of enjoyment, delay, or inconvenience, even if the Company has been advised of the possibility of such damages. The Renter's sole remedy for any proven claim shall be limited to the total rental fees paid for the use of the sauna.

G. The Renter acknowledges that the sauna may pose health risks and may not be suitable for individuals with certain medical conditions, including but not limited to heart conditions, high or low blood pressure, pregnancy, respiratory issues, or other pre-existing medical conditions. The Renter agrees to consult a qualified medical professional prior to use of the sauna if there is any doubt regarding their fitness or the fitness of their guests. The Renter assumes full responsibility for ensuring that they and any guests using the sauna are medically capable of doing so and accepts all associated risks, whether known or unknown.

H. Upon delivery of the sauna to the Renters designated location, the Renter assumes full responsibility and liability for the sauna, its proper use, maintenance, and the safety of all persons using it during the rental period. The Renter is responsible for ensuring compliance with all safety instructions, supervising all users (including minors), and preventing unsafe or unauthorized use.

I. The Renter assumes all risks and liabilities associated with the use of the sauna by themselves, their guests, and any minors present, including ensuring that all users comply with the safety guidelines and instructions provided by Stone & Barrel Inc.

J. Any provisions of this Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement intended to survive termination or expiration, including indemnity, limitation of liability, and waiver clauses, shall continue in full force and effect.

K. The Renter agrees to comply with all applicable federal, provincial, and municipal laws, bylaws, and regulations in the performance of this Agreement and in the use of the sauna.

L. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. If any provisions of this Agreement are found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11. INSURANCE & LOSS

- The Renter is responsible for the full cost of any repairs or replacements if the sauna is lost, stolen, and damaged in any way.
- If insured, the Renter must hold any insurance settlement in trust for Stone & Barrel Inc. and pay it upon demand. You may not negotiate claims without our permission.
- Sauna must be returned in good working order.

12. LIMITS OF LIABILITY

- Delivery and collection times are approximate.
- We are not liable for delays caused by events beyond our control.
- In case of breakdown, we will repair or replace the unit as soon as reasonably possible after notification.
- We are not liable for injury or property damage.
- If the unit is leased for business purposes, we are not liable for indirect losses, lost profits, savings, wages, or expenses resulting from breakdowns.
- We may enter any premises where we reasonably believe the unit is located. Access will only be at reasonable times, with notice, and only for inspection, servicing, repair, replacement, or repossession. (This was under Terms & Conditions Access - not sure if this is the right spot for it)

13. GOVERNING LAW

This Agreement is governed by the laws of the Province of Ontario (Canada).

14. ACKNOWLEDGEMENT & SIGNATURE

By signing below, the Renter acknowledges that they have carefully read, fully understood, and voluntarily agree to all terms, conditions, risks, and obligations set forth in this Agreement, including but not limited to the Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity provisions. The Renter further acknowledges and accepts that the setup, operation, and use of the sauna involve inherent risks that may result in injury, illness, property damage, or death. The Renter voluntarily assumes all such risks on behalf of themselves and any guests or invitees.

The Renter understands and agrees that Stone & Barrel Inc. makes no representations or warranties regarding the condition or safety of the sauna and shall not be held liable for any injury, property damage, or indirect loss arising from its use. The Renter accepts full responsibility for the care, proper use, and return of the sauna, and for any costs associated with loss or damage.

By signing, the Renter confirms that they have read, understood, and agree to abide by all terms, conditions, safety instructions, and the liability waiver contained in this Agreement. The Renter acknowledges that Stone & Barrel Inc. assumes no liability, and that they accept full responsibility for all sauna use during the rental period.

This Agreement shall be governed by the laws of the Province of Ontario and shall be binding upon the Renter, their heirs, executors, administrators, and assigns.

Renter Name(s) (print): _____

Signature(s): _____

Date: _____