



SAUNA RENTAL AGREEMENT

This Sauna Rental Agreement (“Agreement”) is between Saint Paul Sauna LLC (“Saint Paul Sauna”) and renter name and contact details as filled out on the checkout screen (“Renter”).

The following terms govern the rental of the sauna by Saint Paul Sauna to Renter.

DEFINITIONS

“**Saint Paul Sauna**” means the owners, employees, contractors, and other associated parties of Saint Paul Sauna, LLC.

“**Sauna**” means the cedar barrel sauna, wood-fired stove, attached accessories (temperature gauge and interior benches), trailer, bucket, ladle, cedar step, cold plunge tank, solo stove, and patio chairs.

“**Rental Period**” means the period beginning at 2pm CST on the date the reservation begins and ending at 10am CST on the date the reservation ends, as listed in the confirmation email.

“**Property**” means the address where the Renter intends to use the Sauna as listed in the checkout screen of the reservation system.

“**Guest**” means any additional user of the Sauna during the Rental Period on the Property as consented to by the Renter.

TERMS OF RENTAL AGREEMENT

Age Requirement:

Renter must be at least 21 years of age. Renter will provide verification of age upon request.

Delivery and Pick-Up:

At or before 2:00pm on the first day of the Rental Period, Saint Paul Sauna will deliver the sauna to the Property. Renter must be physically present at the Property to receive the Sauna and participate in the *How to Sauna Safely* tutorial at the time of delivery.

At or after 10:00am, Saint Paul Sauna will pick up the sauna on the last day of the Rental Period. Renter does not need to be present at the time of pick-up. Fires in sauna and solo stove must be out and cold, and cold plunge must be emptied by pick up time.

Saint Paul Sauna will endeavor to ensure a timely delivery and pick-up. Typical delivery times shall be between 1:00pm and 2:00pm and typical pick-up times shall be between 10:00am and 11:00am.

Sauna delivery requires a solid, flat surface that can be safely accessed by the delivery truck, and must be positioned on private property. Sauna will not be delivered to a location on a public street.

Saint Paul Sauna reserves the right to refuse delivery and rental if Renter cannot or will not provide a safe place to leave the Sauna.

Renter agrees that the Sauna will be used *only* at the Property. Renter agrees that they will not move the Sauna from the Property or from the specific location where Saint Paul Sauna places the Sauna on the Property without written consent from Saint Paul Sauna.

Rental Fee:

The rental fee plus applicable sales tax as required by law will be shown on the reservation system checkout page and must be paid in full at the time of booking. Saint Paul Sauna is not obligated to deliver the Sauna to Renter at any time before the full rental fee has been paid in full.

Cancellations and Rescheduling:

Cancellations must be requested in writing at hello@saintpaulsauna.com.

Refunds for cancellations and rescheduling are available according to the following schedule:

- Cancellations more than 30 calendar days prior to the first day of Rental Period: 75% of Rental Fee will be refunded or rescheduling permitted based on availability.
- Cancellations 14 calendar days or more but 30 calendar days or less prior to the first day of the Rental Period: 50% of Rental Fee will be refunded or rescheduling permitted based on availability.
- Cancellations less than 14 calendar days prior to the first day of the Rental Period: No refund provided but rescheduling permitted based on availability.
- Cancellations within 72 hours of the first day of the Rental Period: No refund provided and rescheduling not permitted.

Rescheduling availability is not guaranteed.

Any rescheduling must occur within 60 days from the first day of the Rental Period.

Rentals reserved using promotional rates are not eligible for refunds, but rescheduling is permitted based on availability.

Any rental that has previously been rescheduled is not eligible for refund.

Deposit:

A \$250 credit card hold will be placed on the Renter's credit card on file 24 hours prior to the beginning of the Rental Period. The Deposit will be released within 24 hours after the end of the Rental Period provided that Saint Paul Sauna confirms the Sauna is not damaged.

Condition of Sauna, Renter's Right to Inspection, and Damage Liability:

Pursuant to this Agreement, Saint Paul Sauna agrees to provide and deliver the Sauna in safe and operable condition to Renter at the Property for the Rental Period.

At the time of delivery, Renter shall have the opportunity to inspect the Sauna and confirm that no pre-existing damage exists. Any pre-existing damage shall be noted on this Agreement and signed off on by both Renter and Saint Paul Sauna.

At the time of pick-up, any damage to the Sauna that was not previously identified and noted on this Agreement at the time of delivery will be determined to be the responsibility of Renter. Renter agrees to

assume liability for any such damage to the Sauna, regardless of whether the damage was caused by the Renter or Renter's Guest(s).

Renter agrees that Saint Paul Sauna is authorized to retain the \$250 deposit if there exists any new damage to the Sauna that was not identified at the time of delivery. Renter further agrees to pay for any loss or damage that exceeds the amount of the deposit (\$250). Renter agrees that Saint Paul Sauna may charge the Renter's credit card on file for the amount of any damage exceeding the deposit, unless the Renter provides another form of payment for the damage/loss.

Insurance:

Renter agrees that they possess liability insurance through either a homeowner's insurance policy or a renter's insurance policy. Renter agrees that this policy is active and will remain active throughout the Rental Period. Renter further agrees to provide a copy of such insurance policy to Saint Paul Sauna upon request.

USE OF SAUNA AND SAFETY GUIDELINES

Saint Paul Sauna will provide a thorough tutorial upon Sauna delivery. Renter agrees to review the *How to Sauna Safely* guide provided by Saint Paul Sauna prior to starting a fire in the Sauna.

Sauna is wood-fired. The wood-fired stove and stones can reach extremely high temperatures. Assume that all stove surfaces are hot and can cause burns or damage to property.

Only wood, wood kindling, and paper are permitted in the wood-burning stove. Use of any other fuel, fire starters or flammable materials in the Sauna is **not** permitted.

Renter and/or Guest(s) should use the fire gloves provided to open the wood-fired stove and manage the fire.

Clean water may be poured on the hot stones using the bucket and ladle provided. Water causes increased humidity and temperature in the Sauna. Avoid pouring extremely cold water on the Sauna stones as it can accelerate heat faster than anticipated. No other liquid is permitted in or on the Sauna wood-fired stove and stones.

Sauna interior is vented and designed for natural air movement. If Sauna temperature becomes uncomfortable, open the Sauna door to increase airflow.

Up to ten people are permitted in the Sauna at one time.

Renter and Guest(s) should limit Sauna sessions to fifteen (15) minutes of continuous use. Allow the body to return to normal temperature before re-entering the Sauna.

Each person who uses the Sauna should ensure proper hydration before, during and after Sauna use.

Beverages other than water and all food are not permitted in the Sauna.

Exit the Sauna immediately if you experience symptoms of overheating, which may include feeling dizzy, light-headed, nauseous, faint, and lethargic, as well as any other unusual physical symptoms.

An individual's particular physical condition may affect his/her/their ability to safely use the Sauna. The use of alcohol, drugs, medication, or other substances may increase health risks in a sauna for a number

of reasons. Prior to using the Sauna, Renter and Guest(s) should consult with a medical professional to confirm that sauna use is safe, especially in the case of minors and pregnant women.

Avoid using the Sauna alone in case of unexpected overheating or medical problems resulting from sauna use.

Ensure that the Sauna door remains unobstructed and can be easily opened from the inside, especially each time someone enters or exits the Sauna.

Cold Plunge: Empty stock tank delivered. Responsibility to fill with water and ice is on the renter. Cold plunge tank must be empty by sauna pick-up at end of renting period. Renter is also responsible for any damage to cold plunge made by usage or soiled or otherwise unclean water.

PROHIBITED SUBSTANCES/USES/ACTIVITIES

No jewelry or metal permitted inside the Sauna as it may become hot. Metal water bottles are not suitable for use inside the Sauna.

No glass or breakable items permitted inside the Sauna.

No electronics permitted inside the Sauna.

No alcohol, food, or smoking (including vaping) permitted in the Sauna at any time.

No fire accelerants (propane, butane, gasoline, diesel, or any other flammables) permitted inside the Sauna.

SAFETY MARKINGS/SIGNS

Renter agrees to abide by all Sauna safety placards/markings.

Renter also agrees to keep all safety signs visible and in the location placed at the time of delivery.

FIRE EXTINGUISHER

Renter agrees that they have been briefed on fire extinguisher operation as described in the instructions listed on the fire extinguisher located on the Sauna/trailer unit.

ASSUMPTION OF RISK, INDEMNIFICATION, AND LIMITATION OF LIABILITY

Assumption of Risk:

Renter understands there is an inherent risk when using a wood-burning sauna. Renter is aware of these risks and agrees to release Saint Paul from any liability for harm resulting from the inherent risks of using a wood-burning sauna that is in a safe and operable condition.

Renter understands that heat tolerance and human physiology vary for every individual. Renter asserts that the Renter and any Guest has/have no known underlying medical conditions that may disqualify them from safely using the Sauna. Renter agrees that it is their responsibility to consult a physician prior to use of the Sauna if the Renter or any Guests are uncertain of their physical fitness for Sauna use.

Renter agrees to ensure that any person under the age of 18 will be accompanied by a parent, legal guardian, or responsible adult while using the Sauna.

Renter agrees to assume all risks associated with the use of the Sauna by any Guest(s).

Renter also agrees to assume full responsibility and liability for the actions and risks associated with the use of the Sauna by any Guest(s).

Renter agrees that they, and not Saint Paul Sauna, are responsible for ensuring that any Guest(s) also understand(s) the inherent risks involved with using a wood-burning sauna and understand(s) how to safely use a wood-burning sauna. Renter agrees to communicate all safety guidelines contained in this Agreement with any Guest(s). Renter further agrees to monitor the use of the Sauna by any Guest(s) during the Rental Period.

Renter agrees that, at the time of delivery, Saint Paul Sauna provided a tutorial on how to safely operate the Sauna and provided Renter with a copy of the *How to Sauna Safely* guide.

Indemnification:

Renter agrees to indemnify, defend, and hold harmless Saint Paul Sauna LLC, its owners, employees, contractors, and associated parties from any claims resulting in any way from the use of the Sauna by Renter and/or any Guest(s) during the Rental Period. Such indemnification shall include paying attorney's fees for an attorney approved by Saint Paul Sauna LLC if required to defend Saint Paul Sauna against any claims for harm or damage resulting from use of the Sauna by Renter and/or any Guest(s).

Limitation of Liability:

ABSENT THEIR WILLFUL OR INTENTIONAL MISCONDUCT, Saint Paul Sauna—including its owners, employees, contractors, and associated parties—is not liable to Renter or Guest(s) who use(s) the Sauna during the Rental Period for any indirect, incidental, consequential, exemplary, or punitive damages arising out of or resulting from use of the Sauna. The maximum collective liability of Saint Paul Sauna for damages relating to or stemming from use of the Sauna—regardless of the form of action, whether in contract, tort, or otherwise—shall be limited to the amount paid to Saint Paul Sauna under this Agreement. Any claim against Saint Paul Sauna by Renter or any Guest(s) who uses the Sauna during the Rental Period must be brought within 180 days of the event giving rise to the claim.

Notice of Injury or Damage:

Renter agrees that they are responsible for immediately informing Saint Paul Sauna of any injury or damage resulting from Sauna use. Notice must be provided no later than the end of the Rental Period.

OTHER PROVISIONS

Assignment:

Renter may not assign this Agreement without the written consent of Saint Paul Sauna.

No Oral Agreement:

This Agreement sets forth the terms of the Sauna rental. Oral agreements are not binding. Any changes to this Agreement must be established in writing and signed by Renter and Saint Paul Sauna.

Governing Law and Venue:

This Agreement shall be governed by Minnesota law. The parties agree to the sole and exclusive jurisdiction of the Minnesota state courts located in Ramsey County.

Counterparts:

This Agreement may be executed by two or more counterparts, each of which will be deemed an original. A party may sign this Agreement by checking the "Renter agrees to all of the terms of the Sauna Rental Agreement" box on the checkout page.

Saint Paul Sauna signs this agreement by printing its name on the signature block.

A facsimile or electronic/digital copy of this Agreement, including its signature pages, will be binding and be deemed to be an original.

SMS Marketing:

By optionally providing a phone number at checkout or by texting Saint Paul Sauna at (612) 423-5804, Renter consents to receive informational text messages and appointment reminders. If Renter no longer wishes to receive text messages from Saint Paul Sauna, Renter may opt-out at any time by replying "STOP."

Binding Agreement:

The signatures of the Renter and Saint Paul Sauna indicate full understanding and acceptance of the terms outlined in this Agreement.

Date:

The date of this Agreement is the date Renter processes their reservation and payment on the reservation check-out page.

Renter Signature

Date

Renter Name

Saint Paul Sauna LLC
1769 Lexington Ave N, #417
Roseville, MN 55113
United States
hello@saintpaulsauna.com

Date