

**Boreal Sauna Company Ltd.**

**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 18+ years old.

**TO: Boreal Sauna Company Ltd.**, and its directors, officers, employees, contractors, agents, volunteers, representatives and assigns (collectively, **“Boreal Saunas”**).

**RENTAL PERIOD:** From (dd/mm/yyyy) \_\_\_\_\_ To (dd/mm/yyyy) \_\_\_\_\_

**RENTAL LOCATION:** \_\_\_\_\_

**RENTAL FEE (excl. PST + GST):** \_\_\_\_\_

IN CONSIDERATION of Boreal Saunas 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 Boreal Saunas **“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 Boreal Saunas 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 18) **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;
- 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 BOREAL SAUNAS** from any loss, damage, liabilities, costs and expenses suffered by Boreal 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 (18+), 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.

#### **C. FIRE STARTING**

1. Only matches or provided lighting devices 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.

#### **D. 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 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. Boreal Saunas 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.

#### **E. DROP-OFF/PICK UP**

1. Boreal Saunas 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 Boreal Saunas 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 Boreal Saunas completes set up.
4. The Renter will ensure that the trailer lock/s are not tampered with or altered.
5. The Renter 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 Boreal Saunas 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, unless a different arrangement is otherwise agreed to by both parties.
3. Boreal 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 Boreal Saunas 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, Boreal Saunas 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 Boreal Saunas within seven (7) days of notice of the amount owing.
5. Boreal Saunas will ensure that the sauna is cleaned before and after the rental period with approved cleaning supplies.
6. Boreal Saunas 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 Boreal Saunas at the end of the rental period.

#### **H. CANCELLATION POLICY**

Boreal Saunas understands that plans change for many reasons including those out of our control. Therefore, Boreal Saunas 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 Boreal Saunas (however, the Renter will not be charged the Damage Deposit).

### **I. Pricing**

Boreal Saunas has a sliding rate scale depending on peak rental usage, and discounted weekly rates as follows. Current prices will be posted on the company website. Preference will always be given to weekend rentals.

1. In addition to the rental fee, a delivery fee of \$1.50/km will be applicable for any deliveries outside of Elk Ridge, McPhee Lake, or Waskesiu Lake
2. Boreal Saunas will provide a complimentary box of firewood to account for daily use during rental period. Additional firewood can be purchased for \$10/bundle.

### **J. Boreal SAUNA CONTACT INFORMATION**

Payton Hall 306.737.8046

Mckenna Hall 306.717.6882

[borealsaunas@gmail.com](mailto:borealsaunas@gmail.com)

**This Rental Agreement is governed in accordance with the laws of Saskatchewan.**

**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): \_\_\_\_\_

Phone Number: \_\_\_\_\_