

## **EQUIPMENT RENTAL AGREEMENT**

This Equipment Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between White Shadow Hookah ("Owner") organized under the laws of the State of Tennessee, and ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties".

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement:

1. **Term.** This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to Owner. Rental term is for 24 hours and begins at the time of delivery of the Equipment.
2. **Payment.** Renter shall pay the following:

Retail Replacement Cost (in the event of loss or damages)

Hookahs @ \$125.00 each (includes vase, stem, ashtray, and hoses)

Hoses @ \$45.00

Coal Carrier @ \$30.00

Coal Burner @ \$30.00

Bowl w/ stainless steel coal tray & lid @ \$20.00

Renter authorizes Owner to charge the debit card or credit card on file (if applicable) an amount equal to all payments and fees due under this Agreement. Acceptable forms of payment include credit or debit card, and PayPal.

Payment in full for rental equipment is due at or before the time of equipment delivery. Equipment will not be released to Renter if payment is not made in full at the time or prior to delivery, and Renter agrees to forfeit all previous installments (if applicable).

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) Charges for optional services, if any;
- b) Applicable taxes;
- c) Loss of, damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses; this stipulation does not hold for loss or damage cause by negligence of the Owner or those persons acting on behalf of the Owner (e.g. delivery persons, servers, etc.). If replacement is required, Renter agrees to pay retail replacements costs as specified above.).
- d) Unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- e) All expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment;
- f) All costs incurred to collect unpaid monies due; and

- g) Thirty dollars (\$30.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.
- 3. **Security Deposit.** In addition to the fees listed in Section 2, Renter shall pay a \$50.00 security deposit that is included in the full listed price of rental option. Owner may use the deposit to cover any amounts due under this Agreement.
- 4. **Location of Equipment.** During the Term, Equipment shall be located at the event address provided below, unless expressly agreed otherwise in writing by Owner.
- 5. **Care of Equipment.** Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.
- 6. **Repair and Alterations.** The costs of repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.
- 7. **Restrictions on Use.** Rental shall not:
  - a) Operate or use the Equipment or permit it to be operated or used in violation of law;
  - b) Operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
  - c) Operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.
- 8. **Loss or Damage.** Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.
- 9. **Condition of Equipment.** At the time of delivery, Renter will acknowledge that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 10. **Return of Equipment.** Owner shall retrieve Equipment from Renter on the date specified in Section 1 (unless otherwise agreed upon in writing) in the same condition as Renter received it, except for normal wear and tear. If Equipment is not retrieved on said date and time due to non-compliance of the Renter, Owner reserves the right to take any action necessary to regain possession of the Equipment.

11. **Cancellation Termination.** This Agreement shall terminate on the date and time specified in Section 1. Both Owner and Renter reserve the right to terminate this Agreement earlier upon notice to the other party. In the event of a cancellation, Renter agrees to give Owner 48 hour notice or forfeit all previous payments and/or installments. In other words, no refunds will be issued to the Renter unless a 48 hour notice of cancellation has been received in writing from the Renter by the Owner.
12. **Indemnification and Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's Use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. **IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**
13. **Ownership.** Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.
14. **Waiver.** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.
15. **Severability.** In the event of any provision of this Agreement is held by a court or other tribunal competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.
16. **Entire Agreement.** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
17. **Assignment.** Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

- 18. **Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
- 19. **Counterparts.** This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

**White Shadow Hookah**

Signature: Kristi Dunn

Printed Name: Kristi Dunn (owner)

**Renter**

Full payment by the renter (or parties acting on behalf of the renter) shall serve as confirmation and acknowledgement of compliance to this agreement

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_