

## **Equipment Rental Agreement**

This Equipment Rental Agreement ("Agreement") is entered into between SA Fresh Air, hereinafter referred to as the "Rental Company," and the undersigned customer, hereinafter referred to as the "Renter," collectively referred to as the "Parties,".

**1. Equipment Description:** The Rental Company agrees to rent to the Renter the following equipment (the "Equipment"):

- 3 speed portable evaporative air cooler
- Heavy duty water hose
- Dual faucet hose adapter
- Ambient DJ lights
- Patio lounge furniture
- Color patio chairs
- Plastic trash can 17 gal

**2. Rental Period:** The rental period shall is determined by the amount of hours booked online on in person. The Equipment shall be returned to the Rental Company by the end of the rental period, unless otherwise agreed upon in writing.

**3. Rental Fees:** The Renter agrees to pay the Rental Company the agreed-upon rental fee for the rental period. Additional charges may apply for late returns, damages, or missing equipment.

**4. Care and Use of Equipment:** The Renter shall use the Equipment in a careful and proper manner, in accordance with any instructions provided by the Rental Company. The Renter shall be responsible for any damage to the Equipment due to misuse, negligence, or unauthorized modifications.

**5. Maintenance and Repairs:** The Rental Company shall provide the Equipment to the Renter in good working condition. In the event of any malfunction or damage to the Equipment during the rental period, the Renter shall notify the Rental Company immediately. The Rental Company shall be responsible for repairing or replacing the Equipment at its own expense.

**7. Liability:** The Renter assumes all risks associated with the use of the Equipment. The Rental Company shall not be liable for any injury, loss, or damage arising out of the use or misuse of the Equipment, except to the extent caused by the Rental Company's negligence.

**8. Indemnification:** The Renter agrees to indemnify and hold harmless the Rental Company from any claims, damages, or liabilities arising out of the Renter's use or possession of the Equipment.

**9. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles.

**11. Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.