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RENTAL AGREEMENT

This Rental Agreement ("Agreement") is between Simply Happy ("Owner") and the undersigned ("Renter") for the rental of hot tub and sauna equipment, including any trailers or additional accessories. By signing this Agreement, the Renter agrees to the following terms and conditions:

1. Rental Period

- The rental period begins on the scheduled delivery date and ends on the agreed collection date. Only the Owner or an authorized representative may deliver and collect the equipment, including hot tubs, saunas, trailers, and accessories. The Renter is prohibited from transporting, relocating, or attempting to move any rented items from the designated delivery location.
The Owner reserves the right to retrieve the equipment on the scheduled collection date unless an extension is agreed upon in writing. Rental extensions are subject to availability and may incur additional charges.

2. Rental Fees and Payment

- Full payment, including any applicable delivery fees, is required prior to the start of the rental period. Late payments may result in delays or cancellations.
Any extension fees will be calculated based on the additional days requested and paid in advance of the extension period.

3. Condition Report and Damages

- A comprehensive condition report will be completed upon delivery, documenting the initial state of all equipment, including trailers and accessories. Both the Renter and the Owner or designated representative must review and sign off on this report.
Upon return, a post-rental inspection will be conducted with both the Renter and the Owner or representative present. Any damages or loss beyond normal wear and tear will incur repair or replacement fees, which will be deducted from the reserved deposit amount (see Sec. 4).

4. Deposit

- A refundable deposit of £400 will be reserved as a security measure for any damages to the rented equipment. This deposit is not collected upfront. However, any necessary repair or replacement costs identified during the post-rental inspection will be deducted from this reserved amount.
Simply Happy reserves the right to recover additional costs should damages exceed the deposit amount.

5. Renter Responsibilities

- Equipment Use: The Renter agrees to use the equipment solely as intended and in accordance with provided instructions and safety guidelines. Equipment must remain at the designated rental location and may not be moved or transported by the Renter under any circumstances.
Maintenance: The Renter is responsible for maintaining the cleanliness and functionality of the equipment during the rental period.
Trailer Use: If a trailer is used to transport the equipment, only the Owner or authorized representative will handle transportation. The Renter is strictly prohibited from moving or towing the trailer or any equipment.

6. Safety and Usage

- Safety Practices: The Renter must ensure that all users follow safe practices when using the hot tub or sauna, adhering to temperature guidelines, recommended session durations, and any health recommendations provided.
Supervision of Children: Children must be supervised at all times when using the equipment. Simply Happy strongly advises against allowing children to use hot tubs or saunas without proper adult supervision.
Unattended Use: Equipment must not be left unattended while in use. The Renter must ensure the equipment is properly secured and powered down when not in use.

7. Water and Power Supply

- Water Source: A water source is required for filling hot tubs. If no water source is available, the Renter may choose Simply Happy's 1000L water delivery service for an additional fee.
Electrical Connection: Some accessories, such as lights and jets, may require an electrical supply. The Renter should consult a qualified electrician if necessary and ensure a safe setup.

8. Cancellation Policy

- Full Refund: Cancellations made 30 days or more before the rental start date qualify for a full refund.
Partial Refund: Cancellations made within 15 days prior to the rental start date qualify for a partial refund of 70% of the total rental fee.
Late Cancellations: Cancellations made within 5 days of the rental start date may not be eligible for a refund.

9. Liability and Indemnity

- Limitation of Liability: Simply Happy is not liable for any injury, illness, or damage resulting from the use or misuse of the rented equipment, including but not limited to hot tubs, saunas, trailers, and accessories.
Indemnification: The Renter agrees to indemnify, defend, and hold harmless Simply Happy, its owners, employees, and agents from and against any claims, damages, losses, or expenses arising from:
The misuse, improper use, or unauthorized movement of the rented equipment.
Any injuries, health issues, or damages resulting from the Renter's or guests' use of the equipment.
Any fines, penalties, or liabilities arising from the use of trailers or other equipment provided under this Agreement.
Personal Property: Simply Happy is not responsible for any personal items lost, damaged, or stolen while using the rented equipment.

10. Termination of Agreement

Simply Happy reserves the right to terminate this Agreement and retrieve the equipment immediately if the Renter fails to comply with any of the terms outlined herein. Any costs associated with early termination will be borne by the Renter.

11. Final Inspection and Return

- The Owner will conduct a final inspection upon collection of the equipment, with the Renter present to review and confirm the condition. Any identified damages beyond normal wear and tear will be noted and deducted from the reserved deposit.

12. Entire Agreement

- This Agreement represents the entire understanding between Simply Happy and the Renter, superseding any prior communications. Amendments to this Agreement are only valid if agreed upon in writing by both parties.

13. Fire Extinguisher Use

- By signing this agreement, the undersigned agrees that they have been briefed on fire extinguisher operation using the instructions listed on the extinguisher located on the hot tub or sauna/trailer unit.

Signature

By signing below, the Renter acknowledges and agrees to all terms and conditions outlined in this Rental Agreement, confirms that only the Owner or designated representative may handle the delivery, collection, and inspection of the equipment, and accepts the initial condition report as accurate.

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

Renter's Full Name: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_

Simply Happy Representative: \_\_\_\_\_

Condition Report Initials: \_\_\_\_\_

CONDITION REPORT: Use this space to document and illustrate any existing damage on the equipment. The owner or renter can draw a schematic of the hot tub, sauna, or other items to mark specific areas of concern.

Grid area for condition report