



# Rental Agreement

**MISTCOOLING INC**

Ph: 281-633-0109 Fax: 832-460-3062 Email: info@mistcooling.com

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

Setup Time: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Ending Date/Time: \_\_\_\_\_

Contact Phone#: \_\_\_\_\_

Invoice#: \_\_\_\_\_

Event Address: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

This Rental Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between the undersigned Lessee and Mistcooling, Inc. Lessee and Mistcooling, Inc. have mutually agreed that this Rental Agreement shall be subject to the information contained in this contract.

**PARTIES:** The Lessee hereby engages Mistcooling, Inc. who agrees to furnish the items described below upon the terms and conditions set forth herein.

**PAYMENT:** Full payment is due prior to arrival at event, in the name of Mistcooling, Inc.

**AND FEES:** The reserved rentals shall be delivered no later than 15 minutes before the requested start time unless both parties agree upon other arrangements.

Mistcooling, Inc. reserves the right not to perform outdoor engagements when, in Mistcooling, Inc. judgment, weather conditions would be detrimental to the equipment and/or safety concerns for Lessee. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

\*A representative from the Lessor will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the equipment arrives at the event, payment is due and not refundable.

**Trip fee:** A trip fee will apply to locations that are more than 20 miles from place of business. Fee will be specified by Mistcooling, Inc. prior to the day of the event.

**SETUP AND OPERATION:** The Lessee should have at least 1 person of average strength per misting system at all times.

This person (operator) will be responsible for operation of the system. Lessee is responsible for enforcing safety rules. Instructions for safety and operation will be reviewed at the time of setup.

**AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!**

**NEGLIGENCE OR ABUSE:** Lessee agrees to be responsible for any damage to Mistcooling, Inc. Rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but are estimated below:

- \$50-\$100 for cleaning fees
- \$200-\$500 for repairs
- \$1000-\$4000 if the unit is not repairable/Stolen

**A. HOLD HARMLESS PROVISION:**

Lessee agrees to indemnify and hold Mistcooling, Inc. harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Mistcooling, Inc. from injuries or damages incurred as a result of the use of said equipment unless Mistcooling, Inc. is operating the equipment and is deemed by a court of law to be negligent in its actions. Mistcooling, Inc. cannot, under any circumstances, be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Mistcooling, Inc. from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

**B. DUTY TO MITIGATE:**

In the event of injury, damage or loss due to Mistcooling, Inc.'s negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damages or loss.

**C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:**

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of injury, damage or loss due to Mistcooling, Inc.'s negligence.

**D. DISCLAIMER OF WARRANTIES:**

Mistcooling, Inc. makes no warranties either expressed or implied as to the condition or performance of any equipment and /or property leased by Lessee from Mistcooling, Inc. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed.

By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and /or property.

**E. MERGER CLAUSE:**

This signed Agreement contains the entire agreement between Mistcooling, Inc. and Lessee. No amendment, whether from previous or subsequent negotiations between Mistcooling, Inc. and the Lessee, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact Mistcooling, Inc. at **281-633-0109** or email: [info@mistcooling.com](mailto:info@mistcooling.com) immediately in order to resolve the problem. If Lessee fails to contact us, Mistcooling, Inc. will not be responsible for any refunds.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
MistCooling Inc Rep Signature

\_\_\_\_\_  
Lessee Name (Print)

\_\_\_\_\_  
MistCooling Inc Rep Name

**Please Fax/Email completed form to: FAX# 832-460-3062 or Email: Info@mistcooling.com**