

## Lease Agreement

The terms and conditions of sale in this Agreement apply to all orders accepted by Lifeguard Structures, LLC ("**LGS**") for the rental of its products ("**Products**"), except in the case that LGS and Lessee ("**Renter**") have executed a written agreement that explicitly supersedes these Terms and Conditions. These Terms and Conditions will apply whether or not they are enclosed with the Products rented by LGS to Renter.

Prices are stated in U.S. dollars and are exclusive of all applicable sales, use, excise, withholding, value-added and other taxes, duties and charges (collectively, "**Taxes**"). Unless Renter timely provides LGS with a tax-exemption certificate acceptable in the appropriate taxing jurisdiction, LGS will include all Taxes as separate items.

Renter agrees to these terms and conditions:

Renter: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

RENTER HAS READ THIS LEASE COMPLETELY AND UNDERSTANDS AND AGREES TO ITS TERMS.

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

Products rented:	Base Rent:
_____	\$ _____ per month

Delivery, Setup & Pickup Fee: \$ \_\_\_\_\_

Installation Fee: \$ \_\_\_\_\_

Applicable Tax: \$ \_\_\_\_\_

Shipping: \$ \_\_\_\_\_

Total Due with this Agreement paid by Credit Card: \$ \_\_\_\_\_

Renter agrees to lease the Products selected and detailed from LGS for 24 months (the "Lease Term") beginning on the date the Products are delivered under the terms and conditions set forth herein. After 24 months the Lease will continue on a month-to-month basis until terminated by LGS or Renter. Over the Lease Term any additions or deletions to the Products will be confirmed in writing and will be subject to these same terms and conditions. Any changes in the Products covered by this lease after the initial delivery may result in modifications to the monthly rental payment and/or additional transportation charges.

**Subsequent Monthly Payments Charged to Customer Designated Credit Card:** All subsequent payments will be charged to Renter's credit card on file at the beginning of each month. Renter's total monthly payment is made up of Base Rent, Optional Charges and applicable Sales or Use Tax. Renter is obligated to keep the credit card information up to date.

Should Renter's credit card be declined for any reason and payment is not made in full by the 10<sup>th</sup> day of the month, unless restricted by law, Renter will be charged a LATE PAYMENT FEE of \$25.00 for each month the full amount of Renter's monthly lease payment is not successfully charged by the 10<sup>th</sup> day Renter's credit card on file. Additionally Renter will be subject to a monthly interest charge of 1.5% (unless restricted by law) on all balances over thirty (30) days past due. These fees and charges shall be in addition to all other remedies available to LGS in the event Renter fails to keep Renter's account current. Changes to credit card information including updating the expiration date, replacement cards or any other changes are the responsibility of the Renter to provide to LGS before the next payment is due. If LGS is required to seek out updated credit card information, an administrative fee of \$25 will be assessed.

LGS shall deliver, or arrange for the delivery by a third party carrier, the Products to the address specified above and on the mutually agreed date confirmed via electronic communications or phone call. Renter understands that delays in transportation may change the planned delivery date or timeframe. Renter grants LGS or other transportation/shipping company permission to enter the premises for the purposes of delivering and picking up the Products. LGS shall have no liability for damages resulting from any delay in delivery or pick up of the Products.

If, through no fault of LGS, an additional pick up or delivery and/or an unusual circumstance requiring additional time or equipment exists, an additional transportation/delivery charge will be due and charged to the credit card on file.

Renter may cancel this lease by e-mailing notice of cancellation to [info@LifeGuardStructures.com](mailto:info@LifeGuardStructures.com). Cancellation of this Lease within two (2) business days of scheduled delivery or shipment will result in a Cancellation Fee of \$400. Cancellation after delivery will be treated as an Early Termination of the Lease.

Renter must provide LGS, at the e-mail address: [info@LifeGuardStructures.com](mailto:info@LifeGuardStructures.com), with a minimum of 30 days notice in advance of the desired pick up or return shipping date. Failure to provide such notice may result in an additional charge equal to one month's rent plus applicable sales and use tax

In the event Renter terminates this lease early, Renter will remain liable for all obligations under this lease.

Rental Products are provided out of LGS's rental fleet and are rented "as is". LGS inspects the Products prior to delivery to insure that they are free of material defects or infestation. Renter is responsible for maintaining the Products in good condition, subject to ordinary wear. In the event of damage or loss, LGS will charge Renter its cost of replacing or repairing the Products, including materials, parts and labor. Renter will not remove any item of Products from the delivery address without LGS's prior written approval. **IF RENTER FAILS TO RETURN THE PRODUCTS AS REQUIRED, RENTER WILL BE LIABLE TO LGS FOR AN AMOUNT UP TO THE REPLACEMENT COST OF THE PRODUCTS PLUS HANDLING FEES IN ADDITION TO ALL OTHER PAYMENTS AND CHARGES DUE UNDER THIS LEASE.**

LGS warrants that, for a period of ninety (90) days after the date of shipment by LGS, the steel structure will be free from defects in materials and workmanship under normal use. **AS LGS'S SOLE LIABILITY AND BUYER'S**

SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN, LGS WILL, AT ITS OPTION AND EXPENSE, REPAIR OR REPLACE ANY PRODUCT RETURNED TO LGS DURING THE WARRANTY PERIOD THAT DOES NOT COMPLY WITH SUCH WARRANTY, AS CONFIRMED BY LGS.

Renter is aware that, as part of its optional Location Services program, LGS exerts commercially reasonable efforts to maintain a registry of the installation locations of its Products, and to make such information available upon request from governmental and volunteer police, fire, search and rescue, and the like, authorities, agencies and organizations. If Renter elects to participate in LGS's Location Services program, Renter agrees to provide updates and corrected information to LGS promptly upon any change of location of Renter's Product unit or units.

RENTER IS INFORMED THAT, WHILE THE PRODUCTS AND LGS'S LOCATION SERVICE ARE INTENDED TO INCREASE THE CHANCES OF SURVIVAL OF ONE OR MORE PERSON(S) (UP TO THE MAXIMUM NUMBER OF PERSONS FOR WHICH THE PRODUCT IS RATED) PROPERLY SITUATED IN THE PRODUCT DURING A STRUCTURAL COLLAPSE, THE PRODUCT AND SUCH SERVICES MAY NOT PREVENT ALL INJURIES AND WILL NOT WITHSTAND OR BE PROTECTIVE IN ALL SUCH COLLAPSES. RENTER AND ITS CUSTOMERS UNDERSTAND AND ASSUME THE RISKS OF USING THE PRODUCT AND SUCH SERVICES, INCLUDING AMONG OTHERS, THE RISKS OF OBJECTS PIERCING THE PRODUCT FROM BELOW, CONCUSSIVE IMPACTS AND OTHER TRAUMAS (WHETHER FROM PRODUCT SURFACES, OBJECTS FLYING OR INTRUDING INTO THE PRODUCT, THE FORCE OF FALLS, OR OTHERWISE), SMOKE AND DUST INHALATION, NOXIOUS FUMES, FIRE, EXPLOSION, EXTREME TEMPERATURES, PROLONGED EXPOSURE, FLOODING OR WATER LEAKAGE, THE END USER'S REMOTENESS FROM THE PRODUCT DURING AN EVENT, USE OF THE PRODUCT BY UNAUTHORIZED PERSONS, SHOCK, EMOTIONAL DISTRESS, AND LACK OF TIMELY RESCUE, WHETHER OR NOT THE END USER HAS ACCURATELY REGISTERED THE LOCATION OF THE PRODUCT WITH LGS. Renter agrees not to remove or obscure any warnings or other labels on the Products unless and until they have been communicated to the intended users of the Product.

LGS will have no obligation to the extent that any failure of a Product to comply with the limited warranty set forth in subsection (A) above results from or is otherwise attributable to: (i) negligence or misuse or abuse of the Product; (ii) use of the Product other than in accordance with LGS's published specifications or manuals; (iii) re-use of a Product following a partial or complete structural collapse of the prior installation site of such Product; (iv) modifications, alterations or repairs to the Product made by a party other than LGS or a party authorized by LGS to do so; or (v) use of the Product in combination with any third-party devices or products that have not been provided or recommended by LGS; (vi) improper storage; (vii) Products that are floor samples or designated "AS IS" at the time of rent; (ix) differences between floor samples, printed illustrations, photos, video or internet displays and Products; (x) differences in natural materials; (xi) certain natural solid woods and highly figured veneers that can have tension that pulls the fibers of the wood which can result in hairline cracks over time. (This condition is considered an enhancement to the product); (xii) naturally variable raw materials with differences in grain character and color that are naturally occurring variations and are not within the control of the manufacturer; (xiii) natural color changes, variations, or movements in lumber or veneer products, and exposure to extreme temperature changes and direct sunlight, that may cause color changes and/or surface damage; (xiv) damage to screw inserts or fasteners caused by over tightening or attempting to lift or move a unit by the wood panels; (xv) dimpling or "oil canning" as a result of the production process; (xvi) overall steel dimensions which vary less than 9/32 of an inch.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INDEMNITIES, AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN OBTAINED FROM LGS OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Renter. This warranty gives Renter specific legal rights, and Renter may also have other rights which vary by jurisdiction.

IN NO EVENT WILL LGS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE RENT, SALE, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT LGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. RENTER SHALL INDEMNIFY AND HOLD LIFEGUARD STRUCTURES LLC HARMLESS FOR ANY CLAIM, LOSS OR EXPENSE BROUGHT BY RENTER, ITS EMPLOYEES, AGENTS OR CUSTOMERS. LGS AND RENTER HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL LGS'S LIABILITY TO RENTER ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO LGS BY RENTER FOR THE PRODUCT UNIT(S) THAT GAVE RISE TO THE CLAIM. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Renter.

Renter has no right to assign or transfer this Agreement, including by merger, operation of law, or otherwise, without LGS's prior written consent. Except as above limited, this Agreement is binding upon and will inure to the benefit of each of the parties and its successors and assigns.

It is understood that this transaction is a Lease and not a conditional sale or financing agreement. Title and ownership to each of the Products shall remain with LGS and Renter will not grant a security interest of any kind or dispose of any of the Products. Renter shall keep the Products free and clear of all levies, attachments, liens and encumbrances and shall not in any way impair LGS's title in such Products. LGS has the right to file a financing statement at any time to file notice of its ownership of the Products.

Any failure by LGS to require full performance by Renter of the Lease shall not affect LGS's right to demand such performance in the future.

LGS may terminate this Lease at any time and repossess the Products without legal process: (1) if Renter violate any of the lease provisions and fail to cure such violation within fifteen (15) days of the violation; (2) if Renter become insolvent or make any assignment for the benefit of Renter's creditors; (3) if any proceeding is instituted against Renter under bankruptcy or similar laws for the relief of debtors or a receiver is appointed for any of Renter's assets. Upon such termination, LGS will be entitled to Early Termination Payment and to recover any damages resulting from Renter's failure to fulfill all of the provisions of this Lease. Renter shall also be liable for all costs, including reasonable attorney's fees, which may be incurred by LGS in enforcing these provisions.

This Agreement will be governed and construed in accordance with the laws of the State of Washington, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Kitsap County, Washington, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

This Agreement constitutes the complete and exclusive agreement between LGS and Renter regarding its subject matter and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the party or parties sought to be bound thereby. LGS reserves the right to amend the Late Payment Fee with 60 days prior written notice to Lessee. RENTER ACKNOWLEDGES THAT RENTER HAS READ THIS LEASE COMPLETELY AND UNDERSTANDS AND AGREES TO ITS TERMS.