

CABANA-MAN LLC

Equipment Rental & Service Contract

1. Names

CABANA-MAN LLC, Owner, and, Renter, agree to the following agreement.

2. Equipment Being Rented

Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the following equipment: Fiber Built CABANA Model # BCABANA-M & Beach Chairs & Beach Blanket (the Equipment).

3. Duration of Rental Period

Cabanas are setup and available at 8:00 AM to 5:00 PM on day of rental.

4. Payment

All payments for CABANA rentals are via credit card using the on-line PayPal payment system. PayPal and most major credit cards accepted.

5. Cabana Setup

CABANA-MAN LLC will place the Equipment as close as possible to the beach location specified by the customer using the CABANA-MAN WEB site location map.

6. Late Release

If Renter does not release the Equipment to Owner at the time the rental period ends, Renter will pay Owner a rental charge of \$25.00 per hour for each hour beyond the end of the rental period until the equipment is released for return.

7. Damage or Loss

Renter acknowledges receiving the Equipment in good condition, except as follows: Pictures will be taken after setup of the equipment to verify condition at time of rental.

Renter will release back to owner the Equipment in good condition except as noted above. If the Equipment is damaged while in Renter's possession, Renter will be responsible for the cost of repair, up to the current value of the Equipment. If the Equipment is lost while in Renter's possession, Renter will pay Owner its current value.

8. Use of Equipment

Renter acknowledges that use of the Equipment creates some risk of personal injury to Renter and third parties, as well as a risk of damage to property, and Renter expressly assumes that risk. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. Owner is not responsible for any personal injury or property damage resulting from Renter's misuse, unsafe use, or reckless use of the Equipment. Renter will indemnify and defend Owner from and against any injury or damage claims arising out of Renter's misuse, unsafe use, or reckless use of the Equipment.

9. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

10. Modification

This agreement may be modified only by a written agreement signed by all the parties.

11. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Owner

CABANA-MAN LLC

Renter

By: _____ [signature of renter]

Dated: _____