

**Nordic Skater Rental of Goods Agreement**

This Rental Of Goods Agreement, hereinafter referred to as "Agreement", is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Prime Enterprises LLC DBA Nordic Skater, under the laws of New Hampshire, having its principal place of business at the following address:

4 RT 103A

Newbury, NH 03255

Hereinafter, referred to as "Provider".

"Renter" will refer to and be used to describe the following party:

NAME: \_\_\_\_\_ CONTACT PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Provider and Renter may be referred to individually as "Party" and collectively as the "Parties".

The transaction between Provider and Renter will hereinafter be described as the "Rental".

The item to be rented may also be referred to as the "Good" or "Goods".

**DURATION OF RENTAL:**

The Rental will begin on \_\_\_\_\_ ("Start Date") and end on \_\_\_\_\_ ("Finish Date") when the Renter returns the Good to the Provider.

**PRICE:**

The price of the rental(s) depends on what items are rented and the duration of their rental.

Acceptable forms of payment are cash or credit card.

**Risk of Loss:**

Risk of loss for the Good will be entirely with the Renter. Renter is responsible for any and all damage of or to the Good and hereby agrees to pay Provider the full cost of any repair and/or replacement. Provider will assess the cost, at Provider's sole exclusive discretion, and will provide Renter with an invoice to be paid immediately.

**Inspection:**

Renter acknowledges that Renter has had the opportunity to fully inspect the Good and has found the Good suitable for the purpose required. Renter further acknowledges and agrees that Renter understands the proper use of the Good and that Renter will notify Provider immediately in case the Good becomes unsuitable or unsafe for use. In such instance, Renter will immediately discontinue use of the Good and Provider will replace the Good if possible. However, in no circumstance is Provider responsible for any damage, delay, or incidental or consequential damages caused by any form of interruption of use for the Good.

**Disclaimer of Warranty:**

Provider and Renter each agree that the Good is being rented "as is" and that Provider hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose. Renter acknowledges that it is relying solely on its own investigations, inspections and/or examinations and has not been induced by the Provider or any of Provider's agents or representatives making any statements as to the quality or condition of the Good.

**Limitation of Liability:**

Renter agrees to hold Provider harmless for any damage or injuries caused as a result of any negligence on Renter's part. In no event will Provider's liability exceed the total amount paid by Renter to Provider for the Rental of the Good for any cause of action or future claim. Renter hereby acknowledges and agrees, as above, that Provider is not liable for any special, indirect, consequential or punitive damages, including but not limited to lost profits and/or loss of business, arising out of or relating to this Agreement in any way.

**Prohibited Usage:**

Only lawful uses of the Good is permitted. Renter hereby agrees not to use the Good for any illegal purpose or in any illegal manner, or if use of the Good would be unsafe.

**General Provisions:**

- A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of New Hampshire and any applicable federal law. Both Parties consent to jurisdiction under the stat and federal courts within the state of New Hampshire. The parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.
- C) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties.
- D) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

RENTER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_