

General Conditions of Equipment Rental Agreement- My Tennis Buddy -2023

The condition of rent here below stated, together with the Agreement, constitute a contract between the parties therein names which contract is hereafter referred to as "this Agreement".

1. **RENTAL PERIOD.** The Rental period shall cover all time consumed in possession of equipment, including use and transportation. The period of use reserved via the website is hereafter referred to as 'the reservation period'.
2. **RENTAL CHARGES.** Rentee shall pay rental for the entire reservation period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following: The customer will be able to pick up rental equipment at the earliest 30 minutes before the start of the reservation period (as reserved via the website) unless explicitly agreed beforehand. All rented equipment must be returned at the latest 30 minutes after the end of reservation period. Equipment that is NOT returned by this time will be subject to a "Late Fee" (see below).
3. **PAYMENT.** The rental for any and every item of equipment described in the List of Equipment shall be the amount therein designated and will be due on the date stipulated by the Lessor.
4. **DEPOSIT.** The rentee is obliged, before taking delivery of the rented goods, to pay the landlord a deposit as stated in the agreement. The Lessor reserves the right to compensate expired rental periods with the deposit, as well as the costs of repair/cleaning as referred to in article "CANCELLATION FEE". The landlord is obliged to return this deposit to the rentee upon termination of the lease, if at that time the rentee has fulfilled all his obligations towards the landlord.
5. **CANCELLATION FEE.** Rentee must inform Lessor of desire to adjust, or cancel, the arranged dates/times of the Rental Agreement before twenty-four (24) hours preceding the start of the reservation period. Any failure to do so, or notice thereafter, will result in a Cancellation Fee equivalent to the amount due for that reservation i.e., no refund/discount shall be provided.
6. **LATE FEES.** Any equipment not returned at the agreed time, between Lessor and Rentee, will be subject to a late fee. Rentee will be responsible to pay a late fee after the allowed grace period i.e., up to 30 minutes after the end of reservation period. The amount of late fee will be equal to the higher of a) Rental price of delay introduced measured in the increments of full hours e.g., a 15 minutes delay over the grace period of 30 minutes will lead to the rental price of one full hour and b) 1.2 times the amount paid by the next Rentee, if any, who is made unable use the equipment as per his/her reservation due to the delay.
7. **MAINTENANCE AND OPERATION.** Rentee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless or unusually or needlessly rough usage; and Rentee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it to Lessor, "ordinary wear and tear" (as mentioned below) resulting from proper use thereof alone expected.
8. **DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR.** The Rentee is obliged to report any damage or defects to the rented property immediately to the Lessor. The Rentee may not carry out repairs without the Lessor's permission. The Lessor will only make or carry out changes and/or repairs to the rented goods in his own workshop or in a workshop designated by him. If the Equipment is returned in a damaged or excessively worn condition, Rentee shall pay MyTennisBuddy the reasonable cost of repair and/or replacement. Reasonable wear and tear shall

mean only the normal deterioration of the Equipment caused by an ordinary and reasonable use basis. The following shall not be deemed reasonable wear and tear: damage resulting from any overturning or improper use or operation of the Equipment including overloading or exceeding the capacity of the Equipment; damage from dropping and staining of the Equipment or any part thereof, damage resulting from any kind of experimentation with the equipment and wear resulting from excess use.

9. **INDEMNITY.** Rentee shall indemnify Lessor against, and hold Lessor from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the equipment or Rent, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Rentee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the Rental period. Rentee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Rentee's assumption of any and all liability for injury: disability and death of any person caused by the operation, use, control, handling or transportation of the equipment during the Rental Period. The Rentee is personally liable for all charges, taxes and fines arising from the use of the rented equipment by him or by third parties.
10. **RISK OF LOSS.** Lessor shall not be responsible for loss or damage to property, material or equipment belonging to Rentee, its agents, employees, suppliers, or anyone directly or indirectly employed by Rentee while said material property or equipment is in Lessor's care, custody, control or under Lessor's physical control. Rentee is encouraged to obtain appropriate equipment, materials or insurance to secure against such risk of loss. Rentee and its insurers waive all rights of subrogation against Lessor for such losses.
11. **INSURANCE.** Rentee bears the full risk and responsibility of the rented goods during the full rental period. Rentee shall keep the equipment insured against all risks of war, loss, theft or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling.
12. **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Rentee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Rental Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors and assigns of the parties hereto.
13. **OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment. Rentee shall give Lessor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Rentee shall indemnify Lessor against all loss and damages caused by such action.
14. **Payment.** The method of payment will be determined in mutual consultation.
15. **DEFAULT; REMEDIES.** If (a) Rentee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Rentee shall default in the payment when due of any indebtedness of Rentee to Lessor arising independently of this rental agreement, or (c) Rentee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Rentee by Lessor, or (d) Rentee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Rentee applies for or consents to the appointment of a receiver, trustee or liquidator of Rentee or of all or a substantial part of the assets of Rentee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to exercise any one or more of the following remedies.

- a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Rentee.
 - b. To sue for and recover all rentals, and other payments, the accrued or thereafter accruing, with respect to any or all items of the equipment.
 - c. To take possession of any or all items of the equipment without demand, notice or legal process, wherever they may be located. Rentee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this rental agreement as to any or all items of equipment unless Lessor expressly so notifies Rentee in writing.
 - d. To terminate this Rental Agreement as to any or all items of equipment.
 - e. To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which Lessor may take, Rentee shall be and remain liable for the full performance of all obligations on the part of Rentee to be performed under this Rental Agreement. All such remedies are cumulative, and may be exercised concurrently or separately
16. **REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY.** All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, and right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this Rental Agreement is found invalid, it shall not affect.
17. **EXPENSES.** Rentee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provision hereof.
18. **Applicable law.** All agreements concluded and/or acts performed by the lessor are exclusively governed by Belgian law; these agreements and/or acts are deemed to have been concluded or performed in Belgium.
19. **Disputes.** All disputes arising from the agreements concluded between the parties, including the single collection of the amount owed, will be brought before the Civil Court of the lessor's place of business, if the latter so wishes, insofar as the Civil Court is legally authorized to do so.
20. **ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement between Lessor and Rentee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

S.No.	Item Name	Serial Number	Beginning of Reservation	End of Reservation	Amount Payable

Lessor and Rentee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year written below:

MyTennisBuddy (Lessor)

Name:

Date:

Signature:

Client (Rentee)

Name:

Date:

Signature: