14050 Summit Drive
#113B
PHONE: 512.617.6766
FAX: 512.994.2300

AC/Heater Loaner Form with Release And Hold Harmless Agreement

Tenant(s): _____(hereinafter collectively "Tenant")

Property: _____

Tenant understands that this unit belongs to Stone Oak Property Management (hereinafter "SOPM"). If it is damaged in anyway while in Tenant's possession, or not returned including all accessories and parts Tenant will be charged the full replacement cost of the unit.

Further, Tenant understands that the transportation, installation, use and return of this unit is Tenant's responsibility and at Tenant's risk. If installation is in a room above the first floor of the home Tenant can request a portable floor unit that will be provide if available.

PORTABLE AC UNITS MUST BE KEPT UPRIGHT DURING TRANSPORT OR THEY MUST NOT BE TURNED ON FOR 24 HOURS AFTER BEING SET UPRIGHT AFTER TRANSPORT. NOT FOLLOWING THIS REQUIRMENT WILL DAMAGE OR DESTROY THE COMPRESSOR AND YOU WILL BE CHARGED FOR REPLACEMENT.

The loaned portable AC or Heating unit (hereinafter "PHACU") must be returned to the office within 2 business days of the completion of the repairs to the HVAC. If it is not returned the Tenant account will be charged the full replacement cost.

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on date of signature below by and between SOPM of 14050 Summit Drive #113B, Austin, Texas 78728 and Tenant, of address listed above as tenant and/or co-signors of lease.

WHEREAS, Tenant desires to hold harmless SOPM from any claims and/or litigation arising out of any actions in connection with transportation, installation, use, or any other activity related to the PHACU by Tenant, Tenant's contractors, Tenant's representatives, and/or any other actions or occurrences related to the loaner PHACU requested by Tenant.

WHEREAS, Tenant is a willing participant and is temporarily and voluntarily borrowing PHACU for use during HVAC repair or replacement work taking place at address stated above.

WHEREAS, Tenant acknowledges SOPM is not a participant in the use, transportation, installation or return process, has no oversight or involvement, and is not knowledgeable of the tenant's intention or knowledge regarding the use or installation of the PHACU.

WHEREAS, Tenant understands that transportation, use, installation, and return of the PHACU carries with it the potential for certain risks, some of which may not be reasonably foreseeable. Tenant further acknowledges that these risks could cause me, or others around me, harm, including, but not limited to, bodily injury, damage to and/or loss of property, emotional distress, or death.

By signing this agreement, Tenant agrees to release, indemnify, and hold harmless SOPM as well as all its employees, agents, representatives, successors, etc. from all losses, claims, theft, demands, liabilities, causes of action, or expenses, known or unknown, arising out of the transportation, use, installation, and return of the PHACU.

_____ _____

Sign and Print Date