** SIC Carts, LLC**

**111 63rd St., Unit 104**

**Sea Isle City, NJ 08243**

### RENTAL AGREEMENT

Print Renter Name(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Period: - - through - - .

Rental Equipment Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Based on Rental Period Provided Above:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### TERMS OF USE FOR RENTAL EQUIPMENT

## **“Renter”** means and includes all persons that are 18 years of age or older that aresigning this agreement to use the Rental Equipment during the rental period.

## Renter **MUST READ AND SIGN THIS FORM** before using any SIC Carts, LLCRental Equipment.

## Renter is responsible for all use, care, and control of the Rental Equipment during the rental period.Renter is responsible for making sure “proper use” of the Rental Equipment pursuant to paragraph 5 occurs at all times during the rental period, and that “improper use” pursuant to paragraph 6 does not occur during the rental period.

## Daily rates apply for the first three days of the equipment rental, after which time the weekly rate will be in effect. The rental period provided above shall be extended in the event Renter takes possession of the Rental Equipment and/or returns the Rental Equipment beyond the rental period provided above. In this event, the rental price shall be prorated and payment shall be made for use and possession of the Rental Equipment beyond the rental time period.

## **PROPER USE OF Rental Equipment.** The Rental Equipment is only to be used by adults (18 years of age or older) that know they are physically fit to move the Rental Equipment. The Rental Equipment is only for use on sidewalks and appropriate beach areas, under the use and control of Renter.

## **IMPROPER USE OF Rental Equipment.** Renter agrees they will not:

## Transport people or animals in beach carts.

## Transport material in beach carts weighing more than 100 pounds.

## Use any Rental Equipment as a flotation device.

1. Use the Rental Equipment on roads and streets, except at designated pedestrian cross-ways.
2. Lease, rent, or sell the Rental Equipment to anyone.
3. Allow the Rental Equipment to be used or controlled by anyone who is not a “Renter” as that term is defined in this agreement.
4. Allow the Rental Equipment to be used in a manner that contradicts proper use described in paragraph 5 above.
5. Use the Rental Equipment while consuming or under the influence of alcohol, drugs, medication, or any other controlled dangerous substance.
6. Use or control the Rental Equipment for any illegal purpose.
7. Use or control the Rental Equipment in any illegal manner.
8. Use the Rental Equipment so as to impose any liability or other obligation on SIC Carts, LLC.

## **PAYMENT FOR DAMAGE TO RENTAL EQUIPMENT**. Renter agrees to provide a valid credit card with sufficient credit and appropriate information needed to charge the credit card for costs of damage and repair arising from Renter’s use of the Rental Equipment. Ordinary wear and tear shall not be considered damage to the Rental Equipment. The cost of damage and repair shall not exceed the replacement value of the Rental Equipment per unit ($1,400.00 for a large beach cart and $975.00 for a small beach cart). Renter agrees to pay the replacement value when the Rental Equipment is damaged beyond repair. The extent of damage and cost of repair shall be determined exclusively by SIC Carts, LLC.

## **Arbitration to Resolve Disputes.** Any controversy or claim, including any claim of liability, misrepresentation or breach, arising out of or related to this Agreement shall be settled by arbitration. The arbitration shall be conducted by a single arbitrator under the then current rules of the American Arbitration Association provided that the arbitrator shall be chosen from a panel of persons experienced as arbitrators. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction. The arbitration shall be held and the award shall be deemed to be made in Cape May County, New Jersey.

1. **SEVERABILITY**. If any provisions of this Agreement or the application of any provision to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of the provision to the other parties or circumstances shall remain valid and in full force and effect.
2. **CONTINUING OBLIGATION.**The indemnities and assumptions of risk, liabilities, and obligations of the Renter arising under this Agreement shall continue in effect after the termination of the Rental Period, regardless of the reason for termination.

**ASSUMPTION OF RISK, INDEMNITY AND**

**WAIVER OF CLAIMS AGAINST SIC CARTS, LLC**

**Renter assumesany and all risk and liability for:**

1. **The loss of, or damage to, the Rental Equipment;**
2. **The death of, or injury to, any person or property of another;**
3. **All other risks and liabilities arising from the use, operation, condition, possession, or storage of the Rental Equipment.**

**Renter shall indemnify, defend, hold harmless and waive all claims against SIC Carts, LLC, its agents, and employees from all claims, loss, or damage the Renter may sustain or suffer for any and all of the following reasons:**

1. **Loss of or damage to any of the Rental Equipment for any cause;**
2. **Injury to or death of any person;**
3. **Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of the Rental Equipment.**

**RentEr shall reimburse SIC Carts, llc for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorney’s fees, imposed on or incurred by SIC Carts, LLC because of Renter’s use or operation of any Rental Equipment, or because of the failure by the Renter to perform any of the terms in this Agreement.**

Renter’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee assumes all risk and liability for the loss of or damage to the equipment, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, torage of the leased property. Nothing in this Lease shall authorize the Lessee or any other person to operate any of the property so as to impose any liability or other obligation on the Lessor.

Renter hereby signs this document inacknowledgement ofand agreement to the terms of this Rental Agreement, including but not limited to the Assumption of Risk, Indemnity and Waiver of Claims Against SIC Carts, LLC on page 3.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Credit Card Type and Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CSV and Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_