



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

1. **“Renter”** means and includes all persons that are 18 years of age or older that are signing this agreement to use the Rental Equipment during the rental period.
2. Renter **MUST READ AND SIGN THIS FORM** before using any SIC Carts, LLC Rental Equipment.
3. 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.
4. 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.
5. **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.

THE SURF CHAIR IS NOT A WHEEL CHAIR AND NOT ADA COMPLIANT

6. **IMPROPER USE OF RENTAL EQUIPMENT.** Renter agrees they will not:
 - a. Transport people or animals in beach carts.
 - b. Transport material in beach carts weighing more than 100 pounds.
 - c. Use any Rental Equipment as a flotation device.
 - d. Use the Rental Equipment on roads and streets, except at designated pedestrian cross-ways.
 - e. Lease, rent, or sell the Rental Equipment to anyone.
 - f. Allow the Rental Equipment to be used or controlled by anyone who is not a "Renter" as that term is defined in this agreement.
 - g. Allow the Rental Equipment to be used in a manner that contradicts proper use described in paragraph 5 above.
 - h. Use the Rental Equipment while consuming or under the influence of alcohol, drugs, medication, or any other controlled dangerous substance.
 - i. Use or control the Rental Equipment for any illegal purpose.
 - j. Use or control the Rental Equipment in any illegal manner.
 - k. Use the Rental Equipment so as to impose any liability or other obligation on SIC Carts, LLC.

7. **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.

8. **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.

9. **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.

10. **CONTINUING OBLIGATION.** The indemnities and assumptions of risk, liabilities, and obligations of the Renter arising under this Agreement shall continue

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in effect after the termination of the Rental Period, regardless of the reason for termination.

REFUND POLICY

1. SIC Carts LLC will refund in full the equipment rental costs if renter cancels more than five (5) days before rental period begins. If cancellation occurs five (5) days or less before the rental period, a 10% transactional fee of the total cost will be charged to the renter.
2. Daily rental costs are not refundable if the renter takes possession of the equipment.
3. If renter takes possession of the equipment and returns it before the end of the weekly rental period, SIC Carts will prorate the rental cost if returned within the first three (3) days of the rental period. If equipment is returned after the first three (3) days, the weekly charge will apply.
4. If the renter takes possession of the equipment for longer than a one week rental period and returns it within the first week, SIC Carts LLC will refund rental costs as stated in note 3 above including full costs for weeks unused.

**ASSUMPTION OF RISK, INDEMNITY AND
WAIVER OF CLAIMS AGAINST SIC CARTS, LLC**

RENTER ASSUMES ANY 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 _____

Renter hereby signs this document in acknowledgement of and 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: _____