

Rental Agreement

RENTAL AGREEMENT AND LIABILITY WAIVER

This Agreement shall be between you the "Client": and Kingdom Strollers , LLC ("Kingdom"). Kingdom remains the sole owner of all of its rental equipment. Kingdom is not offering for sale, and the Client is not purchasing, the equipment. The client hereby acknowledges that the equipment shall be for personal use only. By signing and accepting the terms and conditions of this rental agreement, the Client acknowledges that they have read, understood and agree to the terms stated below.

Reservations and Payment of Rental Fees

The Client's reservation is attached hereto and incorporated by reference.

Payment is due by credit or debit card at the time of making the reservation.

Kingdom will confirm your reservation by email within 24 hours. Client should contact Kingdom if a confirmation email is not received within 24 hours of placing a reservation online or over the phone.

The colors of products may vary from the images shown.

Delivery, Possession and Usage

At the time of reservation, the Client will specify the name and location of the Orlando area resort, hotel or vacation home where the rental item(s) will be delivered and retrieved. Client understands that pick up locations may vary depending on the drop off location. Most resort deliveries are made to the bell stand. If client is unsure as to the location of pick up, client agrees to contact Kingdom to clarify.

The Client agrees to contact Kingdom within 6 hours of the agreed delivery date and time by phone or email if the Client is unable to locate or take delivery of the rental item(s).

The Client agrees and understands that all requests for changes to the existing reservation must be made at least 24 hours before the agreed delivery time in said reservation. Change requests made less than 24 hours before the agreed delivery time will be honored at the discretion of Kingdom.

The Client agrees and understands that all deliveries are made with earnest effort to the requested delivery time but, due to traffic or volume, understand there is an allowable 30 minute window of the requested delivery time. Client

understands and agrees that during times of extreme weather, deliveries and/or pick ups may be temporarily suspended for the safety of delivery personnel until such time it is deemed safe by management to continue operations (Extreme weather may include but is not limited to: Tropical Storms/Hurricanes, Tornado warnings, winds exceeding 25mph)

The Client agrees that if no contact is made within 24 hours of the agreed delivery date, the Client accepts possession of the rental item(s) and its responsibilities during possession.

If an attempt is made to deliver rental items to a vacation home and the Client is unavailable or the Client has provided the incorrect delivery location resulting in a 2nd trip to redeliver, a \$15 re-delivery fee may be applied at Kingdom's discretion.

The Client agrees that they have made every effort to verify that their desired delivery and return locations are within the stated delivery area (as stated in the FAQ section at www.KingdomStrollers.com) and that any reservation may be altered or canceled at any time at Kingdom's discretion if the desired location is not in the delivery area as stated. The Client understands that any rental item returned to a location outside of our stated delivery area may incur a \$25 fee at Kingdom's sole discretion.

The Client agrees that any reservation may be altered or canceled at Kingdom's discretion if Kingdom deems the desired hotel, resort or vacation home's (delivery or pick up location) health and safety standards to be detrimental to the nature of our business.

The Client agrees to maintain possession of the rental item throughout the course of their rental period. Rental items are to be kept secure when not in use (ie hotel room, vehicle). Items are not to be left with bell stands or luggage rooms for daily storage. Items found with bell stands or luggage rooms may be considered abandoned or returned early and are subject to pick up.

The Client agrees to inform Kingdom immediately of any defect or malfunction while in use. Once notified, Kingdom will make every effort to remedy the issue in a timely manner.

The Client agrees to only use the rental item for its intended purpose in a manner for which it was designed. At no time should the rental items stated weight limits (as stated on this site) be exceeded.

The Client agrees that violations of this agreement may result in the termination of the rental. Kingdom reserves the right to terminate a rental based on evidence of abuse or violation of any and all parts of this agreement. Client agrees to surrender any and all rented equipment and accessories to Kingdom upon

request from Kingdom. Kingdom may, at its sole discretion, refund any portion of a rental that it deems necessary to terminate.

The Client agrees that based on the request of the client, any stroller exchange due to (but not limited to) : stroller left in rain, child vomit, leaking diaper or other bodily fluid - may be charged a \$10 exchange fee at Kingdom's discretion.

Returning Equipment

It is the responsibility of the Client to ensure that all rental items are available for pick-up at the designated resort, hotel or vacation home on the date and time specified in the reservation. All rental items are to be returned to the bell stand or registration desk at the resort or hotel listed in the confirmation email. At no time should any rental item ever be left in the guests' room after check out. Rental items left in rooms will incur a \$25 recovery fee. The client is 100% responsible for the items to be available at the bell stand or front desk for pick up. Rental items being returned from vacation homes, we prefer for some to be available for pick up at the vacation home. (Please note: If pick up is scheduled for a morning return, pick up may occur from 7am to 10am, depending on the location, additional area pick ups and driver availability)

If the Client wishes to extend the rental period the Client must contact Kingdom before the agreed upon return time. Kingdom may, at its own discretion allow or deny any extension. Kingdom reserves the right to charge the Client's card and Client agrees to allow the charge of \$10 for each additional day or fraction of a day the rental item(s) is kept by the Client.

Client agrees to contact Kingdom in the event of a delay in returning rental item(s) at the agreed upon time. It is the sole discretion of Kingdom as to whether a grace period may be granted. A \$20 fee may be applied for return trips to pick up rental items if not returned at the agreed upon time as listed in the rental reservation or prearranged with Kingdom. (Returned items are to be brought to the bell stand or front desk and never to be left in rooms or inside vacation homes or condos)

Client agrees to contact Kingdom in the event that the rental item(s) are returned earlier than the agreed upon date of return. Failure to notify Kingdom will void any insurance taken on the stroller.

Client may request a change of product for reasons of size or transportation issues. These requests are solely at the discretion of Kingdom based on product availability. Such requests are subject to a \$10 fee per item.

Damages to or loss of Equipment

The Client shall accept for use, as is, the rental item(s) listed in the reservation, and accept full responsibility for the care of the equipment while it is in the Client's possession.

The Client is responsible to pay the full replacement value of any rental item(s) rented under this Agreement that is not returned to Kingdom within 48hrs of the end of the agreement. The Client also agrees to authorize the replacement cost of each rental item(s) to the Client's credit card in the event that the rental item(s) is not returned. In the event that an item(s) has been recovered after the client has been charged, a full refund of the replacement charge will be issued to the client.

The Client is responsible to pay the replacement cost of any lost parts or accessories, whether paid for or provided free of charge. These include but are not limited to: Shoulder straps, harnesses, parent consoles, rain covers, cooler bags, glider boards and car seat adapters. These items may be provided for a small fee or free of charge and are not guaranteed to be available during your rental.

The Client is responsible for the loss, theft, damage or destruction of the rental item(s) and agrees to pay the full replacement value for the rental item(s). The Client also agrees to authorize the replacement cost of the rental item(s) to the Client's credit card.

The Client agrees to return the rental item(s) in the same condition as it was delivered, and to report any loss, theft, damage or destruction to the rental item(s) immediately to Kingdom.

The Client hereby acknowledges that it was offered the opportunity to purchase insurance to cover the theft, damage or destruction of the rental item(s), and elected/declines to purchase insurance.

Insurance Waiver Terms and Definitions

Insurance covering theft, destruction or accidental damage is available to purchase prior to the finalization of this agreement and anytime before taking possession of the rental item(s). Insurance is not available for purchase once the rental item(s) have been taken possession of. It is solely the responsibility of the Client to determine their participation in purchasing an insurance waiver. At no time shall any guarantee be made by Kingdom or understood by the Client that responsibility for the rented item(s) has been dissolved from the Client without the purchase of an insurance waiver. The insurance waiver will become null and void in the instance of fraud by nature of misrepresentation. The insurance waiver does not cover any rental item not returned to the proper location nor for

any items left in the guests room. The insurance waiver is only for items rented from Kingdom Strollers and does not include any personal items of the guests. The insurance waiver terminates at the designated return time listed in the reservation. Items not returned by the designated time will not longer be covered by the insurance waiver.

Insurance shall be granted to the Client reserving an item(s) from Kingdom in which an insurance waiver was purchased for such said item(s). This insurance shall at no time be transferable to any individual other than the Client. This insurance waiver is only in effect and enforceable while in the possession of the Client. The Client will forfeit any claim to the benefit of insurance purchased if the Client relinquishes control or possession of the rented item(s) at any time to any individual who is not part of the original rental agreement.

An insurance waiver purchased by the client shall be null and void in the following instances:

Client abandons rental items during the course of the rental agreement period

Client disassembles or removes parts from the rental items that are not intended to be removed as part of its normal operation

Client uses the rental item for anything other than its intended purpose

Client fails to communicate changes to the agreed upon delivery or pick up locations

Client fails to notify Kingdom Strollers immediately upon the discovery of a stolen item (within 2 hours of discovery)

Client fails to file a report of lost/stolen item with the theme park or resort where the loss occurred within 2 hours of the discovery of the item being lost.

Insurance DOES NOT cover the following instances:

Damage done to the equipment of others

Damage or discoloration of stroller fabric from the application of sunscreen, suntan lotions or sprays

Marker or pen markings on the interior of the stroller

Loss of shoulder pads, shoulder straps, lap restraints and/or any latching equipment

Please note: Insurance does not cover the replacement of a rental item due to

vomit or bathroom accidents. Insurance does not cover replacements for wet strollers. Kingdom Strollers offers free rain covers to protect strollers from the elements. A \$10 replacement fee will be charge for replacing a wet stroller and is soley based on the availability of the model.

Cancellation

A full refund will be given to all cancellations made 48 hours or more prior to your rental date. All cancellations made within the 48 hour window will be charged the minimum rental fee of \$40 for a single stroller and \$50 for a double stroller. Refunds for reservations made greater than 120 days from the date of cancellation will be refunded via PayPal or by check.

Liability Waiver

By accepting and using the rental equipment, the Client and any user, acknowledges that the rental equipment is being used at their own risk. Kingdom hereby makes no warranties with respect to the rental equipment, and Kingdom hereby specifically disclaims all warranties, whether express or implied.

Kingdom and its employees, owners and affiliates will not be responsible for accidents, injuries or damages caused directly or indirectly by the use or misuse of the rental equipment.

The Client and any user agrees to hold harmless Kingdom and its employees, owners and affiliates, from any liability, injury, death, property loss or damage which may result directly or indirectly from the use of the rental equipment

This Agreement is governed by the laws of the State of Florida.