

Carolina Slingshot Rentals, LLC.

Rental Agreement

Carolina Slingshot Rentals, LLC.

Emergency contact or information call (Rich) 843-742-0008

Primary Renter Full Name: _____.
(Print legibly)

Email: _____.

Phone #: _____.

Street Address: _____.

Mailing Address (If different): _____.

Secondary Renter Full Name: _____.
(Print legibly)

Email: _____.

Phone #: _____.

Street Address: _____.

Mailing Address (If different): _____.

Lessor, Carolina Slingshot Rentals, LLC., (“CSR”) hereby agrees to lease the following Slingshot/Recreational Vehicle: Blue Polaris R., 5 Speed Manual Slingshot, bearing VIN

INITIAL:

_____, and South Carolina Tag # _____, the
“Rental Vehicle,” to the Primary Renter and Secondary Renter
identified herein above, as follows:

1. **Lease Term:** From (date out) _____, (time out)
_____, through (Date in) _____, (time
in) _____ date, for the sum of \$ _____.

2. **Permitted Geographical Boundaries of Operation:** No further
than a 35 mile radius from CSR’s Rental Center, generally described as:
A) No further North than Little River, South Carolina; B) No further
West than Aynor, South Carolina; C) No further South than
Georgetown, South Carolina; and D) No further East than the
Easternmost paved road adjacent to the Atlantic Ocean.

3. **Primary and Secondary Renter** (if there is a Secondary), and all
passengers driven by either of them shall, at all times, be bound by all
terms of this Rental Agreement, and shall comply with all laws of this
State at all times. Renter(s) acknowledge that they have been provided
with a copy of this Rental Agreement, ample opportunity to read and
understand this Agreement, and have had all questions they may have
had about this Agreement explained to them, to their satisfaction.
Renter(s) also acknowledge that they have been provided with a map
depicting the Geographical Boundaries of operation.

4. Renter(s) further understand and agree that the Rental Vehicle is
equipped with a GPS tracking device that enables Lessor, CSR, to track
both the location and speed of the Rental Vehicle at all times. Renter(s)
are strictly prohibited from disabling or removing this GPS device in
any way, and will be charged a penalty and repair fee of \$1,000.00, in
the event they shall violate this term.

5. Renters further specifically acknowledge and agree that the Rental Vehicle is a powerful and potentially fast vehicle, and therefore its operation has the foreseeable potential of serious, or fatal, injuries to Renter(s) and/or third parties, especially if operated carelessly, recklessly, or in violation of the Laws and Rules governing the operation of motor vehicles in this State. Such injuries or fatalities may also occur as result of the mechanical failure, or the negligence or recklessness of others, third parties, through no fault of the Renter(s). **REGARDLESS OF THE CAUSE, RENTER(S) HEREBY SPECIFICALLY AND COMPLETELY RELEASE, RELINQUISH AND WAIVE ANY AND ALL CLAIMS WHICH THEY MAY HAVE OTHERWISE ASSERTED AGAINST CSR FOR ANY SUCH DAMAGES, INJURIES, PROPERTY DAMAGE OR LOSS SUSTAINED BY THEM, ARISING IN ANY WAY FROM THEIR OPERATION OF THE RENTAL VEHICLE. RENTER(S) SPECIFICALLY ASSUMES ALL SUCH RISKS OF DAMAGE, INJURY AND/OR LOSS, AS FULLY AS IF HE/SHE/THEY OWNED THE RENTAL VEHICLE INDEPENDENTLY OF CSR.**

6. **Definitions:** “Agreement” means all terms and conditions found in these this Rental Agreement, the Face page, the Waiver and Assumption of Risk, any addenda and any additional materials we provide and that you sign at the time of rental. “You” and “your” means the person identified as the Primary Renter, any Secondary Renter, and any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at the Renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “Authorized Driver” means the Renter and any additional driver listed by us on this Agreement, provided that each such person has a clean and valid operator’s license for the type of vehicle rented, and is at least 21 years of age. Authorized Drivers are the only persons permitted to operate the Vehicle. “Vehicle” means the Slingshot motorized “power sport” vehicle identified in this Agreement,

and any vehicle we may substitute for it, and all of its tires, tools, accessories, equipment, keys and vehicle documents. “Loss of Use” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “Diminished Value” means the difference between the fair market value of the Vehicle before damage, and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. “Charges” means the fees and charges that are incurred under this Agreement. “Rental Period” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

7. **Rental, Indemnity and Warranties:** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur as a result of, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

8. **Condition and Return of Vehicle:** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due-in date and time. If the vehicle is returned after closing hours, you remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business, and Charges will continue to accrue until that time. Service to the Vehicle, or replacement of parts or accessories during the rental,

must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented. All slingshots require PREMIUM fuel.

9. Responsibility for Vehicle Damage or Loss; Reporting to

Police: You are responsible for all damage to, or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Subject to the law of Horry County, South Carolina, your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (I) if it is determined that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (II) if it is determined that the Vehicle is repairable: (A) the cost of all patent and latent damage, and the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; plus, (C) Loss of Use, which is measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (D) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage= \$50 fee; \$251-\$500 damage = \$75 fee; \$501-\$750 damage= \$100 fee; \$751-\$1500 damage= \$150 fee; \$1501-\$2500= \$200 fee; over \$2500 damage=\$250 fee; (E) towing, storage, and impound charges, and other reasonable incidental and consequential damages; and (F) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

10. Prohibited Uses: The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be

operated or used. (a) by anyone who is not an Authorized Driver, or by anyone whose driver's or other operator's license is suspended in any jurisdiction; (b) by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) to push or tow anything, or in any race, speed test or contest, or to teach anyone to drive the Vehicle; (f) while carrying dangerous or hazardous items or illegal material in or on the Vehicle; (g) outside the geographic limitations indicated elsewhere in this Agreement; (h) if the odometer has been tampered with or disconnected; (i) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (j) to commit a willful, wanton or reckless act; (k) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the vehicle; or (l) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials that we provide to you at the time of rental. The Vehicle shall be operated only on the roads and highways within the geographic limitations defined elsewhere in this agreement. There shall be no "off-roading" or driving on the beach.

11. Insurance: You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. We also provide a mandatory insurance policy ("**Policy**") that covers automobile liability coverage for bodily injury and property damage to third parties, with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of South Carolina. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains

exclusions, conditions, and limitations applicable to anyone claiming coverage. **You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage.** To the extent such protection is imposed by operation of the law, that protection will be for the minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, FR-10, Official Accident Report, or notice of any kind related to an accident or other incident involving the vehicle. Coverage under the Policy is void if you give possession or control of the Vehicle to an unauthorized driver, otherwise materially breach this Agreement, if you fail to cooperate in a loss investigation, or to file a timely and accurate incident report.

12. Charges: You hereby authorize us to reserve or set aside the sum of \$ _____, a reasonable sum against your credit/debit card (“**Reserve**”) or take a cash deposit (“**Deposit**”) at the time of rental, in addition to the rental charges. The Reserve or Deposit may be used by us to pay any expenses incurred as a result of your damaging the vehicle, including but not limited to towing, impound fees, and temporary or permanent repairs as required to prevent further damage or loss. Insurance losses will be submitted in proper claim form to all relevant insurance companies without delay. We will authorize the release of any excess Reserve, or refund any excess Deposit upon the completion of your rental. Your debit/credit card issuer’s rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer.

You will pay us, or the appropriate government entity: (a) Time and mileage for the period that you keep the Vehicle, or a mileage charge based on our experience, if the odometer is tampered with or disconnected; (b) Charges for additional drivers; (c) Optional products

and services you purchased; (d) Fuel, if you return the Vehicle with less fuel than when rented; (e) Applicable taxes; (f) Tolls (“Tolls”) and fines

Your Credit/Debit Card:

1. Card Type: _____ Credit ____ Debit ____ . (Check one)
2. Name on Account: _____.
3. Bank/Financial Institution: _____.
4. Account Number: _____.
5. Expiration Date: _____ - _____.
6. Security Code: _____.

I, _____, hereby authorize Carolina Slingshot Rentals to place a Hold or Reserve on the above card in the sum of \$ _____, in addition to charging this card for the full rental fee in advance.

I/We, the above identified Renter(s) warrant and agree that we have fully read and understood this CSR Rental Agreement, that the terms hereof are fair and reasonable, and are voluntarily acceptable and agreed-to by me/us. I/We have received a copy of this Rental Agreement, which shall remain in or on the Rental Vehicle at all times I/We remain in possession and control of same.

PRIMARY RENTER - AUTHORIZED DRIVER DATE:

_____.

SECONDARY RENTER - AUTHORIZED DRIVER

WITNESS:

INITIAL:

WITNESS:

INITIAL: