

## HHI Rentals LLC

### TERMS AND CONDITIONS

#### CONDITIONS OF RENTAL

The term "equipment" means any and all types of items provided for rent from HHI Rentals, LLC to Customer. Equipment is leased to Customer and no transfer of right, title, or interest is given and equipment shall remain the property of HHI Rentals, LLC.

The term "Customer" means the person listed in the rental agreement and all others for whom they obtained equipment. The person listed in the rental agreement affirms they have the right to bind and agree to these Terms and Conditions for ALL members of their group.

#### WAIVER OF LIABILITY

Customer understands and accepts that using the equipment exposes Customer to potential hazards. In recognition of the inherent risks associated with the rental and use of equipment, Customer confirms for themselves and all on this reservation that they are physically and mentally capable of participating in the activity and using the equipment. Customer further acknowledge they are participating willingly and voluntarily. Customer knowingly and freely assume all such risks, both known and unknown, including, but not limited to personal bodily, mental injury, accidents, illnesses, and death, even if arising from the negligence of those persons released from liability herein and assume full responsibility for my participation. Customer also assumes all responsibility for damage to or loss of personal property (Customer's own or damage to others caused by Customer) as the result of any accident that may occur.

In consideration of services or equipment provided, Customer, on behalf of their heirs, successors, assigns, next of kin, and personal representatives, do hereby release and forever discharge and hold harmless HHI Rentals, LLC, its DBAs, principals, directors, trustees, officers, owners, agents, and employees from all liability arising out of the activity and waive any claim for damage arising from any cause whatsoever, including but not limited to all personal, bodily or mental injury, disability, death and loss or damage to person or property, whether caused by the negligence of the those persons released or otherwise. Customer also agrees to indemnify and hold harmless HHI Rentals, LLC, its DBAs, principals, directors, trustees, officers, owners, agents, and employees from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of Customer's use of equipment.

#### HELMETS

HHI Rentals, LLC recommends Customer use a helmet when riding a bicycle of any type. Helmets are available for use or Customer may provide their own. Customers who do not use a helmet do so at their own will and at their own peril.

#### PAYMENTS

All payments shall be made in full at the time of order. Orders may be canceled up to seven (7) days prior to delivery date. After that time, all orders are final and no rain checks or refunds will be given. Customer may purchase cancelation insurance which provides a full refund for any reason. Once equipment is delivered, should Customer not be able to utilize equipment for the full rental period for any reason, no refund for unused time will be given.

#### DELIVERY, RIDE OFF, & PICKUP

Delivery and pick-up of equipment is included on all orders over \$30 within the traditional tourist destination areas of Hilton Head. Delivery fee for less than \$30 or to areas outside of the traditional tourist areas is \$20. HHI Rentals, LLC reserves the right to include delivery at a lower amount in its sole discretion. HHI Rentals, LLC may add the Sea Pines bike fee on the invoice, if not added by customer at time of order.

Should there be a gate fee associated with entrance to a private neighborhood for which HHI Rentals, LLC does not have a commercial pass, Customer shall provide a pass or pay the cost associated with obtaining such pass. Customer must provide delivery address at time of order.

Customer agrees to pay a switch out fee should they order the wrong size, style, or quantity of equipment. Customer may exchange equipment at HHI Rental, LLC's 59B New Orleans Road facility at no additional charge.

Customer may ride off from HHI Rentals, LLC's facility at 59B New Orleans Road, 612 William Hilton Parkway, or Hilton Head Beach and Tennis stand only. No ride off rentals are allowed from any other location.

The "Pickup Time" on the order page is only for reference, it is not the exact time of rental start. Daily, two day, and three day rentals are for a 24, 48, and 72 hour periods starting from the time of ride off or delivery. Four or more day rentals are from the time delivered on the first day to approximately 8:00 AM the number of rental days later. For example a Saturday weekly rental begins time of delivery Saturday and ends approximately 8:00 AM the following Saturday. In times of high demand, deliveries will be made based on a combination of the date order placed and proprietary logistics optimization processes. During times of high demand, HHI Rentals, LLC reserves the right to deliver orders for Saturday delivery the following Sunday morning without any discount owed to or right to cancel by Customer.

Customer agrees HHI Rentals, LLC has the right to terminate this agreement and the rental contract at any time and re-take possession of equipment. HHI Rentals, LLC and its DBAs may enter the property or premises where equipment is located to effect its return without liability for trespassing.

#### CUSTOMER INSPECTION

Customer agrees and acknowledges they are to inspect equipment upon receipt and should they find any equipment not in proper mechanical or aesthetic condition, they shall immediately notify HHI Rentals, LLC through one of its DBAs. Upon use of equipment, Customer accepts the condition of equipment as is, agrees it is in proper functioning condition, and accepts responsibility for the care of equipment while in Customer's possession. Customer further understands equipment may not have visibility enhancement equipment, such as reflectors, blinking lights, or other lights, and agrees to use of equipment in its delivered condition.

#### RESPONSIBILITY FOR DAMAGE, LOSS AND/OR LATE RETURN.

Customer agrees that they will return equipment in the same condition as it was at rental, normal wear and tear excepted. Customer assumes liability for any and all damage or loss of equipment and damage or loss to personal property, accident/injury to other persons related to the use of equipment. It is Customer's responsibility to prevent damage, loss, or theft of equipment. Customer shall not misuse or abuse equipment and agrees to not subject equipment to any water, unsafe use, use while under the effect of alcohol or drugs, and not assign its rights to use of equipment. Customer shall comply with all laws, ordinances, and regulations governing use of equipment and return equipment to the same location as it was delivered to them at the end of their rental period clean and undamaged. Customer is responsible for the cost of excessive cleaning and to repair any damage to equipment while in Customer's possession at the normal shop rate plus retail cost of repair parts required to return equipment to its condition at time of rental. Should equipment be lost or stolen, Customer agrees to pay the current replacement cost. There are no warranties, expressed or implied, in connection with the use of the rented equipment. Should equipment not be returned or available for pickup at the agreed day and time, Customer shall be charged an additional fee equal to Customer's original rental amount. Customer agrees HHI Rentals, LLC may charge the credit card on file for any damage or late return fees.

#### CHOICE OF LAW AND VENUE

The rental and this agreement shall be governed and interpreted solely in accordance with the law of the State of South Carolina. Any litigation involving the use of equipment shall be brought solely within the State of South Carolina and shall be in the exclusive jurisdiction of the courts of Beaufort County South Carolina. If any provision is deemed invalid or unenforceable, the remainder of this agreement remains in full force and effect.

#### CONSENT TO CONTACT

Customer agrees that HHI Rentals, its DBAs, employees, and marketing partners may contact Customer utilizing information provided by Customer. Customer confirms that the information provided is correct and is responsible for updating information as it changes. Customer has the right to opt out of any marketing contact by notifying HHI Rentals, LLC in writing of its request to be removed. HHI Rentals, LLC may contact Customer for reasons related to its rental of equipment regardless of marketing preference.

#### USE OF EQUIPMENT

Customer agrees to use equipment in a safe manner and in accordance with all South Carolina traffic laws and regulations as well as the regulations of the Town of Hilton Head and neighborhood requirements. Customer shall not use phones or cameras while riding. Customer shall not subject equipment to any body of water, including the ocean, and is responsible for all water damage. Customer shall only ride on open paths, trails and roads and shall not trespass. Customer agrees not to modify, change, add, or remove items from equipment. Customer is responsible for the safe use of equipment for all members of its group and shall ensure their safe use of equipment. Customers understands how to use the equipment. Customer agrees no child will be left unattended in any child seat, carrier, highchair, pack and play, crib, or any other equipment. Customer agrees to comply the minimum/maximum age and weight standards listed in HHI Rentals online order page.

#### ACCEPTANCE OF TERMS AND CONDITIONS

Customer understands and agrees to its acceptance of HHI Rentals, LLC's Terms and Conditions by either checking the acceptance box during online or kiosk ordering; having the Terms and Conditions link emailed to Customer with their confirmation email; and/or through their use of equipment constitutes the equivalent of a legal signature confirming their agreement to all Terms and Conditions set forth in this agreement. Should Customer not agree with these Terms and Conditions, Customer shall not utilize any equipment and immediately contact HHI Rentals, LLC at the number listed in its rental communications.