MINI MOTOR CO.

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between Mini Motor Co. ("Company") and the individual or entity renting the equipment ("Renter"). By signing this Agreement, the Renter agrees to the terms and conditions set forth below.

1. Equipment Rented

The equipment to be rented ("Equipment") is listed on the accompanying invoice or delivery confirmation document, which is hereby incorporated into this Agreement. I understand that Mini Motor Co. (“Company”) provides powered ride-on vehicles and related equipment for recreational use at an event. The equipment to be rented ("Equipment") is listed on the accompanying invoice or delivery confirmation document, which is hereby incorporated into this Agreement.

2. Rental Period

The rental period begins on the date and time the Equipment is delivered or picked up by the Renter and ends when the Equipment is picked up by or returned to the Company.

3. Acknowledgment of Inherent Risks

I understand that operating or being near powered ride-on vehicles involves risks, whether or not a person follows instructions. Risks may include falls; tipping or overturning; collisions with people, vehicles, obstacles, or one another; pinching or crushing injuries; burns or other battery/electrical hazards; equipment failure; loss of control; uneven, wet, slippery, or unsuitable surfaces; weather-related hazards; and serious bodily injury, permanent disability, or death. Children may make unpredictable decisions, may not understand or follow instructions, and may be unable to recognize or respond to hazards.

I understand that a remote emergency stop, seat belt, speed setting, or other safety feature can reduce certain risks but cannot eliminate all risks or guarantee that a vehicle will stop before an incident occurs.

4. Participant Eligibility and Safety Rules

I agree that I will:

- Provide accurate information about the Participant and not permit participation if the child does not meet Company’s stated age, size, ability, or other eligibility requirements.
- Ensure the Participant receives and follows the safety instructions and uses required safety equipment, including seat belts where fitted.
- Keep the Participant within the designated course and away from roads, traffic, water, stairs, steep slopes, and other prohibited or hazardous areas.
- Not permit rough play, intentional collisions, pushing, towing, standing on vehicles, unauthorized passengers, or operation by anyone not approved for the activity.
- Immediately stop the Participant’s use if I observe unsafe behavior, distress, equipment malfunction, or unsafe site conditions.
- Disclose relevant safety concerns that could reasonably affect the child’s safe participation and ensure the child is able to understand and follow simple directions.

5. Adult Supervision; Drop-Off Events

I understand that unless a written booking expressly states otherwise, Company’s rental service may not include continuous on-site supervision or childcare. I am responsible for arranging a capable, attentive adult supervisor who will remain present, actively supervise the activity, enforce the rules, and know how to stop use and summon help. A

remote stop feature is not a substitute for an on-site adult supervisor. I will not allow the activity to proceed without the supervision required by Company's instructions.

6. Liability Waiver and Assumption of Risk

To the fullest extent permitted by applicable law, I knowingly and voluntarily assume the inherent and ordinary risks of the Participant's involvement in the activity, including risks described in this document, whether known or unknown, that are inherent in this recreational activity. I understand that I may choose not to permit the Participant to participate.

- The Renter assumes all risks and responsibilities associated with the use, operation, and possession of the Equipment.
- The Renter assumes full responsibility for the safe and proper setup, operation, and supervision of the Equipment. The Company is not responsible for injury, damage, or failure resulting from improper use or failure to follow any provided instructions.
- The Company, its owners, employees, and agents shall not be held liable for any injuries, damages, or losses arising from the use or misuse of the Equipment, regardless of cause.
- In no event shall the Company's liability exceed the total rental fees paid by the Renter. The Company shall not be liable for incidental, indirect, or consequential damages of any kind.

7. Indemnification Clause

The Renter agrees to indemnify, defend, and hold harmless the Company, its employees, and agents from any claims, damages, losses, or legal expenses resulting from the use of the rented Equipment, including but not limited to claims of injury or property damage.

8. Equipment Inspection and Acknowledgement

The Renter acknowledges that all Equipment was inspected and deemed to be in good working order at the time of receipt. Any damages or defects must be reported to the Company immediately upon receipt of the Equipment.

9. Equipment Damage, Loss, Cleaning and Replacement Costs

- The Renter agrees to return all Equipment in the same condition as received, including being clean and free of debris.
- If the Equipment is returned in a dirty or unsanitary condition, the Renter may be charged a cleaning fee at the discretion of the Company.
- In the event of damage, loss, or theft of the Equipment, the Renter authorizes the Company to charge the credit card on file for the full cost of repair or replacement, as determined solely by the Company.
- Charges for damages or losses will be processed within five (5) business days of the Equipment's pickup/return, and an itemized invoice will be provided to the Renter.

10. Credit Card Authorization for Damage

- The Company may decide prior to releasing the Equipment that they will conduct a credit card authorization to verify sufficient funds to cover the full replacement cost of the Equipment.
- This authorization does not result in a charge unless the Equipment is returned damaged, lost, or not returned at all.
- By signing this Agreement, the Renter consents to this authorization and any subsequent charges necessary to cover damages or losses.

11. Payment Terms and Rental Deposit

- A rental deposit of 50% is required to hold the booking and must be paid using a valid credit or debit card. This deposit will secure your rental date and time and will be applied to the balance of the rental. The balance will be due 24 hours before the rental day/time.

- If the booking is cancelled 21 days or more before the scheduled event, the deposit will be fully refunded.
- If the booking is cancelled between 15 and 20 days before the scheduled event, 50% of the deposit will be refunded.
- If the booking is cancelled within 14 days of the scheduled event, the deposit will be non-refundable.
- Payment for the rental fee must be made in full prior to the delivery or pickup of the Equipment.
- Accepted payment methods include credit card, debit card, and other methods agreed upon in writing by the Company.
- For payments made by credit card, the Renter agrees to pay a processing fee equal to 3% for that transaction, where permitted by applicable law and card network rules. The processing fee will be disclosed prior to payment before payment is processed. No processing fee will be charged on debit card transactions or other payment methods for which such fees are prohibited.
- Applicable taxes and additional fees, if any, will be disclosed at the time of booking and included in the final invoice.

12. Force Majeure

The Company is not responsible for delays, cancellations, or damages caused by events beyond its control, including acts of God, weather conditions, or government restrictions.

13. Governing Law, Venue, and Legal Fees

- This Agreement shall be governed by the laws of the state in which the Company is registered.
- Any disputes arising from this Agreement will be resolved in the appropriate courts in the Company's jurisdiction
- In the event of a dispute or collection action, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and collection expenses.

14. Signature and Consent

If the Renter is an entity or organization, the individual signing this Agreement represents and warrants that they have full authority to bind the entity to the terms of this Agreement. The entity (and not the individual signing) shall be deemed the Renter and shall be fully responsible for all obligations under this Agreement. The Renter certifies that they have full permission to sign on behalf of all participant(s).

Renter grants the Company permission to use photographs or videos taken during the rental period for marketing or promotional purposes, unless otherwise requested in writing.

Renter's Company Name (if applicable): _____

Authorized Representative or Individual Name: _____

Title: _____

Phone:_____

Signature: _____

Date:_____

Company Representative Name: _____

Signature: _____

Date:_____

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Safety / How to Checklist

• I understand that a responsible adult (18 years old & up) must always supervise the children in the ride-on cars. __

• I understand how the ride-on cars operate and how the safety stop of the remote-control works. ___

• Maximum number or riders in each car is 2 for a maximum weight of 133 lbs.___

• I have been instructed to not allow any rough play or running into another car. ___

• I have been instructed not to allow climbing on the exterior of the cars. __

• I agree to remove any person from a car who is violating rules of operation. _

• I have received both written and verbal instruction on the safe operation of the cars and agree to follow all safety rules. __