

Agreement and Release of Liability

RENTAL TERMS AND CONDITIONS

Definitions

1. The "Rented Equipment" includes any and all equipment, products, and other property rented to Client by TRAVELING TOTS RENTALS.
1. The "Client" includes any person or persons who agrees to rent or who reserves for rental the Rented Equipment.
1. The "Company" is TRAVELING TOTS RENTALS, a company organized under the laws of The Commonwealth of The Bahamas with a principal place of business in Nassau, The Bahamas.
1. The "Rental Period" is the time period for which the Client has rented the Rented Equipment, and any additional time after the Rental Period during which Client either retains or fails to return the Rented Equipment.

Rented Equipment and Rental Period

5. Rented Equipment: Client agrees to rent from the Company, and the Company agrees to rent to Client, the Rented Equipment that Client designated in Client's reservation.
6. Client understands and agrees that a delivery charge of \$50 will be charged for delivery of the Rented Equipment to Client's designated destination. Company will deliver the Rented Equipment to the destination at or before the beginning of the Rental Period. It is the Client's responsibility to ensure the equipment is set up properly and safe for use.
7. The Rental Period and Client's payment obligation will be extended to the date when the Rented Equipment is returned - if it is not returned on the scheduled date and time. The Company will make no cost reduction for unused time or for unused Rented Equipment.
8. Client agrees to notify the Company 24 hours in advance if Client seeks an extension of the Rental Period to avoid charges other than rental fees. An extension of the Rental Period may be granted or refused by the Company at the Company's sole discretion. Client agrees to pay the same rate for the extension period and agrees that the Company shall add that extension charge to any debit/credit card that Client has authorized for the rental payment.

9. Client agrees that Client's failure to return the Rented Equipment on or before the scheduled return time shall extend the Rental Period up to the date the Rented Equipment is returned, and that Client will pay the additional charge for that extended period at the rate for the original Rental Period as well as a \$25 return fee.

10. At least 36 hours prior to delivery, Client will notify company of: (a) the location and date and time when Client wants the rented Equipment delivered; and (b) the name of the person who is authorized to accept delivery. Client is responsible for making any and all arrangements for that agent or delegate to accept the Rented Equipment.

11. If Client or designated representative is required to be present for delivery or pickup and is 30 or more minutes late, Client understands and agrees that the Client's debit/credit card will be charged a \$25 late fee.

Fees and Reservations.

12. All fees are due at the time a reservation is made. Fees will vary depending upon the length of rental and the types and amounts of the Rented Equipment. Client understands and agrees that Client's debit/credit card will be charged for the full rental amount of the Rented Equipment and delivery charge at the time of reservation.

13. Reservations can be made online or by phone, and must be secured with a valid debit/credit card, direct bank transfer or Zelle. A contact telephone number must be provided at the time that any reservation is made. All online reservations will be confirmed by the Company through email or telephone within forty-eight (48) hours of the reservation.

14. For rush orders that are processed and delivered same day or next day, Client understands and agrees that Client's debit/credit card will be charged an additional \$15 rush order fee.

Damaged or Lost Equipment

15. If any Rented Equipment is returned to the Company (i) in an exceptionally dirty condition (ii) in a condition that requires professional cleaning (such as saturated with vomit, urine, feces, smoke, food (or odors thereof), or with stains or marks (ink, crayons), (iii) with missing parts, (iv) otherwise damaged or broken, or (v) in a condition in which it cannot be repaired, or if any Rented Equipment is not returned the Company for any reason at all, the Company reserves the right to charge Client additional costs and fees for repair and/or replacement of the damaged or unreturned Rented Equipment. Client hereby authorizes and permits the Company to charge Client's debit/credit card the amount of the costs and fees for repair and/or replacement.

16. Client authorizes the Company to charge Client's debit/credit card a refundable damage deposit of \$100 at the time of reservation.

17. Client authorizes the Company to charge Client's credit card for any unpaid rental fees and/or replacement fees. The repair costs/fees shall be actual costs incurred by the Company, and replacement

costs/fees shall be the suggested (US) retail price of the affected Rented Equipment plus Customs duty and VAT as set by Bahamian government as well as shipping fees. Client hereby agrees to pay the same. Client hereby agrees that he/she is responsible for any collection fees and/or attorney's fees and costs incurred in the collection of sums due, whether related to the damaged Rental Equipment or otherwise.

18. Client will not be liable for ordinary wear and tear that occurs with the proper and normal use of the Rented Equipment. Client hereby understands and agrees that Client shall be solely responsible for notifying the Company promptly upon any such damage.

19. Client agrees to inspect the Rented Equipment upon receipt, and Client hereby agrees to notify the Company immediately in the event that any of the Rented Equipment is unfit for use or of unsatisfactory condition. Client agrees that failure to notify the Company of any purported unfitness for use or unsatisfactory condition shall be deemed a waiver of any and all claims related thereto.

20. Client assumes all responsibility for the use of the Rented Equipment in accordance with those instruction manuals published by the manufacturers of the Rented Equipment, as provided to the Client by the Company. The Company is not responsible for Client's mis-use of the Rented Equipment or the Client's failure to follow instructions and/or recommendations in instruction manuals.

Indemnification and Release of Liability

1. Client agrees to indemnify and hold the Company and its agents harmless from all claims, damages, losses, liabilities, judgments, and expenses (including attorneys' fees and costs), arising out of: (a) the use of the Rented Equipment (b) any act or omission of Client, or (c) the mis-use or improper or negligent use of any Rented Equipment by Client or any third party. Client assumes any and all risks, both known and unknown, related to use of the Rented Equipment, and assumes full responsibility for any such risk.

1. Client understand there are risks associated with use of the Rented Equipment.

1. Client agrees on his/her behalf and on behalf of Client's heirs, personal representatives and next of kin, to release Company and agrees not to sue the Company or Company's officers, agents and employees, with respect to any and all bodily injury, disability, death, loss or damage whether caused by negligence of Company or otherwise.

Cancellations

1. Cancellations made at least four (4) days prior to the start of the Rental Period will receive a refund of all amounts charged. Cancellations made less than four (4) days but more than forty-eight (48) hours prior to the start of the Rental Period will receive a fifty percent (50%) refund of all amounts charged. There will be no refund for cancellations made less than forty-eight (48) hours prior to the

start of the Rental Period. The reservation can't be cancelled once the Rental Period has started, unless otherwise agreed by both parties.

Miscellaneous

1. The validity, interpretation and enforceability of this Agreement shall be governed by the laws of The Commonwealth of The Bahamas. Any action brought to enforce this Agreement shall be brought exclusively in the jurisdiction of Nassau, The Bahamas.

1. If any portion or portions of this Agreement are found to be void or unenforceable by any Court, the remaining terms of this Agreement shall remain in effect and enforceable.

Attestation

I have read this Agreement and Release in its entirety and I voluntarily agree to and accept these terms. I intend that my electronic/digital acceptance of this Agreement and Release shall have the same legal effect as my pen/ink signature on paper.